

## 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 **ABADJIS SYSTEMS, LTD., d.b.a. ASLPM**, a Colorado corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

### WITNESSETH:

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

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

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

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

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

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

#### 1. LINE OF AUTHORITY:

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

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

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

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

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

**C. Standard of Performance.**

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

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

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

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

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

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

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

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

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

**F. Subcontractors.**

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

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

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

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

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

**G. Personnel Assignments.**

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

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

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

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

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

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

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

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

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

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

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

**C. Suspension and Termination.**

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

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

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

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

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

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

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

in Section 4(C)(vi) below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Small Business Enterprise.**

i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-117 to 28-199 D.R.M.C. (the “**Goods and Services Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. In accordance with § 28-142, D.R.M.C., Consultant shall self-perform a commercially useful function of no less than thirty percent (30%) of the Work under this Agreement with their own forces. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* (“**EDI Plan**”) and as it may be modified in the future by DSBO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**E. City Prompt Pay.**

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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

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

**8. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

**9. DISPUTES:**

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

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

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

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

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

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

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

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

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

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

**E. Notices.**

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

by Consultant to:

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

And by the City to:

Attn: Nour Bouhou  
Abadjis Systems, LTD. d.b.a. ASLPM  
4190 Bonita Road, #201  
Bonita, California, 91902

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

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

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

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

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

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

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

**K. Cooperation with Other Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

related to a federal grant program.

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

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

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

**H. Conflict of Interest.**

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

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

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

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

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

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

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

ii. The Consultant certifies that:

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

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

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

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

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

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

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

**12. SENSITIVE SECURITY INFORMATION:**

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

**13. DEN SECURITY:**

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

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

**14. FEDERAL RIGHTS:**

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

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

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

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

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

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

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

**16. CITY EXECUTION OF AGREEMENT:**

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

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

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202262932-00  
**Contractor Name:** ABADJIS SYSTEMS, LTD., d.b.a. ASLPM

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

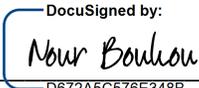
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202262932-00  
ABADJIS SYSTEMS, LTD., d.b.a. ASLPM

By:   
D672A5C576E348B...

Name: Nour Bouhou  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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



# EXHIBIT A

## Scope of Work



**AIM DEVELOPMENT**  
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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## 1 INTRODUCTION

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

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

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

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

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

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



## AIM DEVELOPMENT

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

## 2 CONTRACT REQUIREMENTS

### 2.1 GENERAL

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

## 3 PROJECT SERVICES

### 3.1 PROJECT STAFFING PROCESS

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



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Consultant's multiplier.

### **3.2 DEFINE PHASE**

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

### **3.3 DESIGN PHASE**

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



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



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



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

## 3.4 BUILD PHASE

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



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



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



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

## 3.5 CLOSEOUT / OCCUPANCY PHASE

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



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

## 3.6 REPORTING AND DOCUMENTATION

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



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

## **4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK**

### **4.1 GENERAL**

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



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

## 5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

### 5.1 PERSONNEL

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



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

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

## 6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

### 6.1 GENERAL

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



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

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

## 7 REFERENCED FORMS/DOCUMENTS

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

**END OF EXHIBIT**



# Exhibit B

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## Denver International Airport

### AIM Development

#### Professional Services Agreements

#### Core Staff Rates

Contract Name: Integrated Project Management Support Services-Facilities SBE

Contract Number: 202262932-00



## City and County of Denver

#### Company Proprietary Information

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

Revision June 2021



# EXHIBIT B

Prime Consultant	Abadjis Systems Ltd., dba ASLPM
DEN Contract Number	RFP No. 202262932
DEN Contract Name	Integrated Project Management Support Services (IPMSS)- Fac
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	30%

## Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal %
1	ASLPM	Prime	30%
2	Parsons	Sub-Contractor	
3	Arup	Sub-Contractor	
4	Nth Consulting	Sub-Contractor	
5	Ambient- MeadHunt Company	Sub-Contractor	
6	Enter Company Name		
7	Enter Company Name		
8	Enter Company Name		
9	Enter Company Name		
10	Enter Company Name		
11	Enter Company Name		
12	Enter Company Name		
13	Enter Company Name		
14	Enter Company Name		
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# EXHIBIT B

Prime Consultant	Abadjis Systems Ltd., dba ASLPM
DEN Contract Number	RFP No. 202262932
DEN Contract Name	Integrated Project Management Support Services (IPMSS)- Faci
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	30%

## Core Staff Rates

Company Name	Prime / Sub-Constructor	Name	Position	Fully Burdened Rate
1 ASLPM	Prime	Saad Ilyas	Project Manager Functional IV	\$ 219.88
2 ASLPM	Prime	Andy Klobucnik	Project Manager Functional IV	\$ 185.54
3 ASLPM	Prime	Pedro Martell	Project Manager Functional III	\$ 173.25
4 ASLPM	Prime	Shamlal Thachileri	Project Manager Functional II	\$ 158.55
5 Parsons	Sub-Contractor	Brian Angell	Construction Manager	\$ 153.67
6 Parsons	Sub-Contractor	Dale Christensen	Senior Construction Manager	\$ 214.87
7 Parsons	Sub-Contractor	Michael Galbraith	Senior Construction Manager	\$ 196.66
8 Nth Consulting	Sub-Contractor	Steve Katz	Contract Administrator II	\$ 130.00
9 ASLPM	Prime	Saif Elbanna	Project Manager Functional III	\$ 212.00
11 ASLPM	Prime	Kara Gharechedaghy	Engineer III	\$ 145.00
12 ASLPM	Prime	Rick Parra	Project Manager Functional II	\$ 165.00
13 ASLPM	Prime	Siddhant Somani	Engineer I	\$ 130.00
14 ASLPM	Prime	Sandy Wan	Project Manager Functional II	\$ 158.00
15 ASLPM	Prime	Anita Screeton	Contract Manager I	\$ 140.00
16 Parsons	Sub-Contractor	Steven Ziegler	Senior Construction Manager	\$ 238.67
17 Parsons	Sub-Contractor	Howard Shotz	Engineer VIII	\$ 292.94
18 Parsons	Sub-Contractor	Rob Peterson	Engineer VIII	\$ 261.99
19 Arup	Sub-Contractor	Kate Sanderson	Project Manager Functional III	\$ 260.00
20 Arup	Sub-Contractor	Kaitlin Coari	Project Manager Functional III	\$ 205.00
21 Arup	Sub-Contractor	Daniel Bryan	Project Manager Functional III	\$ 205.00
22 Arup	Sub-Contractor	Elsie Dedecker	Project Manager Functional III	\$ 205.00
23 Arup	Sub-Contractor	Mary Matosich	Project Manager Functional II	\$ 195.00
24 Arup	Sub-Contractor	Greyson Matthews	Project Manager Functional II	\$ 195.00
25 Arup	Sub-Contractor	Vandit Modi	Project Manager Functional II	\$ 195.00
26 Arup	Sub-Contractor	Dylan Tanasijevich	Project Manager Functional II	\$ 195.00
27 Ambient- MeadHunt Company	Sub-Contractor	Brandon Alarado	Engineer I	\$ 143.29
28 Ambient- MeadHunt Company	Sub-Contractor	Greg Evans	Engineer IV	\$ 183.09
29 Ambient- MeadHunt Company	Sub-Contractor	Adam Casaus		\$ 91.07
30 Ambient- MeadHunt Company	Sub-Contractor	Raj Shah	Engineer III	\$ 146.47
31 Ambient- MeadHunt Company	Sub-Contractor	Lina Hamilton	Engineer II	\$ 143.29
32 Ambient- MeadHunt Company	Sub-Contractor	Jeffrey McEntee	Engineer IV	\$ 198.99
33 Ambient- MeadHunt Company	Sub-Contractor	Josef Provatakis	Engineer II	\$ 151.25

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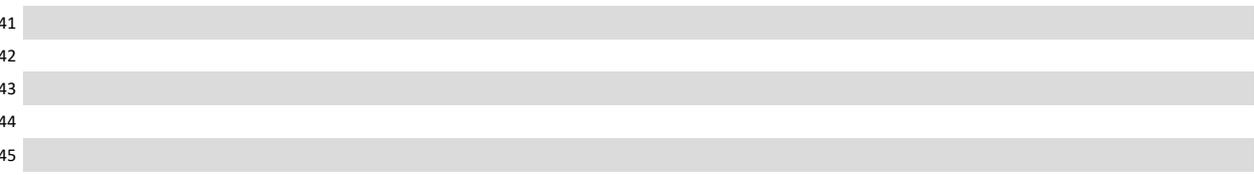
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## Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Scheduling	Scheduler I	Level 1	Junior scheduler	Set up baseline schedules, progress updates against baseline, reporting support
	Scheduler II	Level 2	Mid-Level Scheduler	
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
	Scheduler Manager	Level 4	Team Lead	
Cost Management	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against that baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
	Cost Manager III	Level 4	Team Lead Cost Management	
Risk Management	Risk Manager I	2 years	Junior Risk Engineer	
	Risk Manager II	2-5 years	Mid-Level Risk Manager	Update project risk registers, monitor contingency draw down on project and portfolio level
	Risk Manager III	5-10 Years	Senior Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
	Risk Manager IV	10 - 20 Years or more	Team Lead Risk Management	
Document Management	Document Controller I	2 years	Junior Document Controller	
	Document Controller II	2-5 years	Mid-Level Document Controller	Provide document management services in line with DEN's processes
	Document Manager I	5-10 Years	Senior Document Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems
	Document Manager II	10 - 20 Years or more	Team Lead for Document Management	
Project Controls / Reporting	Project Controls Engineer I	2 years	Junior Project Controls Engineer	
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's CIP portfolio; performance meeting preparation
	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	
Contract Management	Contract Administrator I	2 years	Junior Contract Administrator	
	Contract Administrator II	2-5 years	Mid-Level Contract Administrator	Change order management compliance with contracts
	Contract Manager I	5-10 Years	Senior Contract Manager	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
	Contract Manager II	10 - 20 Years or more	Team Lead Contract Management	
Estimating	Estimator I Civil	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Civil	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Civil	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Civil	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Structural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Structural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Structural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Architectural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Architectural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Architectural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Electrical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Electrical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Electrical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Electrical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Mechanical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Mechanical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Mechanical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Plumbing	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Plumbing	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Plumbing	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
Estimator I Comms / IT	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator	
Estimator II Comms / IT	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates	
Estimator III Comms / IT	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations	
Estimating Manager Comms / IT	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis	
Estimator I Security	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator	
Estimator II Security	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates	
Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations	
Estimating Manager Security	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis	
Unifier Support	Technical Support I	2 years	Junior Technical Support Unifier	Unifier Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support Unifier	Unifier Certification Required
	Technical Support III	5-10 Years	Senior Technical Support Unifier	Unifier Certification Required
Unifier Development	Unifier Systems Developer I	2 years	Junior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer II	2-5 years	Mid-Level Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer III	5-10 Years or more	Senior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
Primavera P6 Support	Technical Support I	2 years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Analytics Development	Data Architect I	2 years	Junior Data Architect	Data Model, Data Mapping
	Data Architect II	2-5 years	Mid-Level Data Architect	Data Model, Data Mapping
	Data Architect III	5-10 Years	Senior Data Architect	Data Model, Data Mapping
	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping
	Data Analyst I	2 years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst IV	10 Years or more	Team Lead Data Analysts	Dashboard Development, Systems Integration
Project Management	Project Manager Functional II	2-5 years	Mid-Level Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional III	5-10 Years	Senior Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional IV	10 - 20 Years	Team Lead Project Manager / Principal	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out



# Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Architectural Design	Architect I	Level 1		Entry level of professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision; receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architects using prescribed methods.
	Architect III	Level 2		Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-year at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects.
	Architect IV	Level 3		Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or technicians on assigned work.
	Architect V			Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as a licensed architect is required. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required.
	Architect VI	Level 4		Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required.
Architectural Design	Architect VII	Level 4		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: 1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals), 2) As individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required.
Surveying	Chain/Rod Technician			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
	Land Surveyor			Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
	Party Chief			Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Construction	Chief Construction Representative			Plans and coordinates all field-inspection activities and reviews the work of inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
	Construction Coordinator			Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes 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.



## Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
	Field Superintendent			Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.
	Materials Manager			Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
	Resident Construction Manager 1			Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
	Resident Construction Manager 2			Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
	Resident Engineer			Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment.
	Senior Construction Manager			Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Senior Construction Representative			This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced Inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.
Engineering	Engineer I			Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.
	Engineer II			Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree.
	Engineer III			Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer IV			Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. Include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer V			Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer VI			Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.
	Engineer VII			Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer VIII			Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer IX			Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.
	Engineer Technician I			Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.
	Engineer Technician II			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.
	Engineer Technician III			Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.



## Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Engineer Technician IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotype, and tellurometer.
Interior Design	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
	Interior Designer I			Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Auditing	Internal Auditor			Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
	Job Captain			Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
Landscapeing	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work)
	Landscape Architect II			Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and re commendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.



## Exhibit B

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



# EXHIBIT B

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

## EXHIBIT C

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

#### A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

#### B. Defined Terms

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

#### C. Coverages and Limits

##### 1. Commercial General Liability:

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

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

##### 2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

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

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

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

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

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

**H. Cooperation**

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

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the

City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

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

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

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

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

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

[DEN ROCIP Safety Manual](#)

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

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

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

changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.



# Exhibit D

## PROFESSIONAL SERVICES DESIGN AND ENGINEERING

### TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: December 2022



## AIM DEVELOPMENT

### Integrated Project Management Support Services

# 1 INTRODUCTION

## 1.1 THE FACILITY DESCRIPTION

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

## 1.2 GENERAL SCOPE

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

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

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

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

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



## AIM DEVELOPMENT

Integrated Project Management Support Services

# 2 CONSULTANT'S SPECIFIC SCOPE OF WORK

## 2.1 CONSULTANT SERVICES

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

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

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

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

## 2.3 CONSULTANT TASK ORDER FEE PROPOSAL

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

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

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

2.3.1.3 A schedule identifying all phases of scope of work.

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

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

## 2.4 TASK ORDER PROPOSAL CONSIDERATION

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



## **AIM DEVELOPMENT**

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

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

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

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

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

## **2.6 STAFF BILLING RATES**

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

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

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

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

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



## AIM DEVELOPMENT

### Integrated Project Management Support Services

#### 2.7 DILIGENCE

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

#### 2.8 COOPERATION

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

## 3 TASK ORDER EXECUTION

### 3.1 TASK ORDER NOTICE TO PROCEED

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

### 3.2 DESIGN REQUIREMENTS

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



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



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

### **3.4 CONSTRUCTION ADMINISTRATION**

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

### **3.5 ADDITIONAL SERVICES**

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

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

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

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

### **3.6 TASK ORDER CLOSEOUT**

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

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

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



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## 4 OWNERSHIP OF PLANS AND DOCUMENTS

### 4.1 PLANS AND DOCUMENTS

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

## 5 MISCELLANEOUS REQUIREMENTS

### 5.1 AIRPORT SECURITY REQUIREMENTS

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



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## 6 REFERENCED FORMS

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

END OF EXHIBIT



# Exhibit E

## PROFESSIONAL SERVICES DESIGN & ENGINEERING

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

Revised: December 2022



## AIM DEVELOPMENT

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## 1 INTRODUCTION

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

## 2 WORK SCHEDULE

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



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

## 3 INVOICES AND PROGRESS PAYMENTS

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



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



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- the invoice to discuss the reasons for the disagreement. The AIM Development representatives shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.8 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
- 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
  - 3.8.2 Signed subconsultant agreement(s)
  - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
  - 3.8.4 A work schedule as required by the AIM Development Project Manager
  - 3.8.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 3.9 Monthly Invoice Narrative: The Monthly Invoice must contain a project narrative that shall be submitted to the DEN representative with each invoice. This narrative will describe the work completed in the month of work invoiced which represents the hours expended and invoiced costs. Failure to submit the Monthly Invoice narrative and all requirements of this Exhibit may be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 3.10 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from a DEN representative.

## 4 MONTHLY PROGRESS REPORT DEVELOPMENT

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



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

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

## 5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

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

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



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

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

## 7 EXPENSES

7.1 Expenses Reimbursed at Cost: All allowable (non-Salary) expenses are reimbursed at cost.

7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the SVP of AIM Development or the designated AIM Development representative (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.

7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.

7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (PS-E) and signed by the SVP of AIM Development or the designated AIM Development representative. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the SVP of AIM Development or the designated AIM Development representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare



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

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



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

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

## 8 SUMMARY OF CONTRACT TASK ORDER CONTROL

### 8.1 DEN Project Manager Discretion

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

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

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

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

8.2.3 Work Schedule.

### 8.3 Monthly Submittals

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

## 9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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

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

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



## AIM DEVELOPMENT

### Integrated Project Management Support Services

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

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

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

## 10 REFERENCED FORMS

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

**END OF EXHIBIT**

**EXHIBIT F**

**EDI Plan**



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

**Denver International Airport**  
Integrated Project Management  
Support System (IPMSS)  
Facilities - SBE  
No. 202262932

December 12, 2022



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

As a Certified Small Business with the City of Denver, ASLPM is very appreciative of the City's Commitment to advance its vision of Business Equity, Diversity, Inclusion and Sustainability, by growing the capacity of historically utilized multicultural businesses. This Equity, Diversity & Inclusion (EDI) Plan is pursuant to the City's "Article VII, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code and all MWBE and Equal Opportunity Rules.

This plan aligns with the Division of Small Business Opportunity (DSBO) established SBE participation for professional services, per Section 28- 205 of the Denver Revised Municipal Code. We are committed to meeting or exceeding the goal of the DSBO and are committed to **meeting & exceeding** the minimum **Self performance requirement of 30%**.

Diversity is one of our core values, and our leadership strongly believes that inclusion and diversity are major factors in sustaining our growth. We have a proven record at many agencies & municipalities for an innovative, comprehensive, transparent, equitable, and responsive SBE Program for projects. The desired outcomes of the plan and the associated outreach efforts are to exceed the established self-utilization goals; support the client community and diversity objectives; ensure non-discrimination in the award and administration of contracts; create a level playing field on which SBE firms can compete fairly for contracts, facilitate sustainable small/diverse business partnerships and growth, and are viewed as valued partners.

### ***1. Equity, Diversity and Inclusion Strategies:***

As a Certified minority owned firm, ASLPM always strives to exceed aspirational goals and succeeds due to its strong relationships with other upcoming & existing historically & underutilized businesses, that provide similar scope of services & share ASLPM's vision of Service and Collaboration.

Our firm is continuously engaging with these businesses, by means of conferences ( eg. AMAC), industry events and mentoring events. As an example, ASLPM reached out to one of it's proposed sub consultants (Nth Group) who is a *newly formed small & women owned business*. Nth Group was vetted and was provided the opportunity to be a key member of our team. We are now *assisting Nth Group to become certified with DSBO*, and at other agencies. We will continue to proactively identify businesses by these means, and by identifying vendors from the Division of Small Business opportunity (DSBO) portal.

Additionally, our firm strongly believes in mentoring, and we will coordinate closely with DSBO office, to schedule monthly "brown bag" luncheons to share with & mentor on a variety of topics, ranging from cash flow management, marketing techniques, process development and lessons learned.



## ***2. Technical Assistance & Support Services.***

We will share core tenets of our Inclusion & Diversity initiative to foster innovation by getting the best ideas through inclusiveness. This will create an environment where team members feel valued, respected, included, and supported and will drive engagement and create greater innovation and collaboration. Diverse teams are made up of people with different backgrounds, beliefs, and experiences who can offer creative and unique solutions to a variety of challenges.

ASLPM has & will establish strategic partnerships with local small and minority business organizations to provide assistance and growth opportunities through one-on-one consulting, seminars, and workshops. Various educational tracks will be offered to assist firms with activities that increase competitiveness and foster sustainable growth; promote firms' abilities to organize their business operations in a manner that enables profitable delivery of a safe, efficient, on-time quality product or services; and provide firms with organizational best-practices and position their businesses for long term growth, success, and sustainability. We will partner with the DSBO office to provide guidance and assistance in the following ways:

- i. As indicated Section A above, we will coordinate & conduct monthly brown bag lunches with historically underutilized businesses to provide training on a wide range of topics.
- ii. We will provide regular assistance in creating financial reporting tools & training support for associated software tools. As an example, we provided similar assistance to business partners, during our services at San Diego International Airport, and that assistance enabled successful utilization of key financial concepts.
- iii. At our services with previous agencies, we had committed and adhered to “Prompt Payment” to our historically underutilized business partners, because we are aware of the challenges of negative cash flow to business operations. This strategy ensured that our partners did not have to tap into expensive line of Credits, while ASLPM awaited payment from our clients. It was a very successful strategy, and we will also implement this at DEN.

## ***3. Procurement Process.***

While the community engagement and educational activities assist in historically underutilized firms with networking and meaningful engagement, a sound and fair procurement process is very essential to ensure opportunities for firms. ASLPM’s basic principles are of fairness, equity and integrity. As a historically underutilized firm, we are well aware of the challenges to procure meaningful services and ensure that our procurement process is not merely the need of a checkmark for agency & code compliance.

To accomplish this, we follow the policies & procedures:

- i. Proactive networking with firms, to understand their Scope of Services, bench strength, challenges and interest on upcoming procurement opportunities.
- ii. Setting up of meetings with Client’s Procurement team & historically underutilized firms, to assist in the firms providing their overview of services and allow for these firms to have “face time” conversations.



- iii. Involve the firm during the Procurement process with signed Letter of Intent, including meaningful participation & commitments.
- iv. During the course of the on-call services, collaborate very closely with the DSBO Office to identify additional services that can be assigned to historically underutilized firms, proactively assign those services to these firms.

For ASLPM, this process is not a “one off” process, but it is a **culture**. And we assure that this culture of Procurement is utilized at all levels of our teams. We do so by being engaged in procurement of 2<sup>nd</sup> tier sub consultants, asking all the important questions, and most importantly being a resource that our sub consultants can tap into.

#### ***4. Past Performance***

ASLPM has been in business for the past 30 years and has been successful in promoting and practicing EDI values in these 30 years. Our core value is **meaningful mentorship**.

There is no greater example of this internal success highlighting the career growth of the President of the Company- Saad Ilyas. Saad (of South Asian descent) started off his career as an intern with ASLPM 25 years ago, underwent meaningful mentorship, training & career development and eventually was integral in succession planning, to take over the helm of the company!

We have also made informed decisions during our hiring process to identify & provide opportunities to diverse group of candidates to interview for opportunities that will ensure personal & professional success.

Externally, there are many instances & examples where our promoting of EDI values has been successful to participation & success of SBE businesses & communities.

- i. During our services at San Diego International Airport, ASLPM contracted with various small businesses (Don Waller and Associates, MARRS Corp., and MKA) to provide Project Control Services, in lieu of acquiring these services from bigger firms.
- ii. The ASLPM executive team regularly mentors’ youth at underprivileged schools in their community, to provide lessons on business development, self-worth and resume preparation. Examples of these youth mentorship events are training at City of Chula Vista High schools, the “Beepster” Program and lectures at colleges where training is provided on Project Controls principles and best practices.
- iii. We always have & continue to reach out to professional peers who are SBE certified, and identify opportunities that are meaningful and substantial. After all, a meaningful participation promotes success.



## ***5. Proposer's Culture***

As a Certified MBE, DBE and SBE firm, our executive team has deeply rooted values in promoting Equity, Diversity, and Inclusion at all levels of our business. We have strict internal policies & training programs on nondiscrimination of team members. Our Executive and HR team has strict guidelines on the review of resumes for hiring resources and mentorship programs that are provided to all team members on a variety of topics.

Our focus is always on the success of our team members in holistic fulfillment of their professional goals and aspirations. We strive and have been successful with implementing this culture with our sub-contractors & sub consultants also, via understanding the challenges, holding lunch seminars and highlighting solutions that enable sustainable EDI policies.

## ***6. Future Initiatives***

ASLPM has been very proud of its past success and looks forward to the future! As our country and the City of Denver continues to aggressively prepare for post pandemic growth, it is extremely important for us to utilize the lessons learned from our past successes, and embrace new & upcoming tools (new portals, utilization of video conferencing, training modules etc.), and set aggressive goals to promote & assure EDI internally and externally.

We have incorporated a roadmap, as part of our Corporate Strategy, to ensure that the EDI values continue to be promoted:

- i. We are committed to be part of organizations and be strong voice in these organizations, to highlight challenges and collaborate on solutions to promote EDI to local communities and resources. Examples of such organizations are the AMAC, CMAA and local municipality organizations.
- ii. We will continue to **be part of DSBO Equity & Empowerment Council (DEEC)** meetings to learn about newly certified firms, about upcoming programs and ensure that we are proactively reaching out in the City of Denver's community and promote the EDI values

**EXHIBIT G**

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



# REQUEST FOR PROPOSALS

**INTEGRATED PROJECT MANAGEMENT  
SUPPORT SERVICES (IPMSS) –FACILITIES - SBE**

**NO. 202262932**

**May 24, 2022**

**REQUEST FOR PROPOSALS (RFP)**

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

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

Request for Proposals #202262932

**PROPOSALS MUST BE RECEIVED BY: June 30, 2022, by 2:00 PM Denver Local Time**

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

**Schedule of Activities:**

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

Event	Date
RFP Advertisement	May 24, 2022
Optional Pre-Proposal Conference	June 3, 2022, at 11:00 Denver Local Time
Last Date to Submit Written Questions	June 9, 2022, by 2:00 Denver Local Time
Proposal Due Date	June 30, 2022, by 2:00 Denver Local Time

**Pre-Proposal Conference – OPTIONAL**

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

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YTUWZWM0NTMtY2MyOC00Y2FjLTIhOWMtMjM2MTUwMmZkZjM4%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22IsBroadcastMeeting%22%3a%7d&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTUWZWM0NTMtY2MyOC00Y2FjLTIhOWMtMjM2MTUwMmZkZjM4%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2281bb498f-79df-41df-a879-d0ad8ba47cd0%22%2c%22IsBroadcastMeeting%22%3a%7d&btype=a&role=a)

**RFP Questions**

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

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

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

**Proposal Submittal**

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

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

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

Vendor EBS Guide:

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

EBS FAQs:

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

BidNet Vendor Training Video Link:

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

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

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

**General Statement of Work**

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

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

**PROPOSAL SUBMITTAL REQUIREMENTS**

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

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

**REQUEST FOR PROPOSAL****NO. 202262932****INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES (IPMSS) - FACILITIES - SBE**

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

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about January 2023 and has a scheduled duration of approximately three years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

## **II. SCOPE OF WORK**

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

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

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

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



# Scope of Work



**AIM DEVELOPMENT**  
INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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## 1 INTRODUCTION

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

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

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

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

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

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



## AIM DEVELOPMENT

### INTEGRATED PROJECT MANAGEMENT SUPPORT SERVICES

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

## 2 CONTRACT REQUIREMENTS

### 2.1 GENERAL

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

## 3 PROJECT SERVICES

### 3.1 PROJECT STAFFING PROCESS

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



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

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Consultant's multiplier.

### **3.2 DEFINE PHASE**

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

### **3.3 DESIGN PHASE**

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

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



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



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

## 3.4 BUILD PHASE

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



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



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



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

### 3.5 CLOSEOUT / OCCUPANCY PHASE

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



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

## 3.6 REPORTING AND DOCUMENTATION

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



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

## 4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

### 4.1 GENERAL

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



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

## 5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

### 5.1 PERSONNEL

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



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

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

## 6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

### 6.1 GENERAL

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



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

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

## 7 REFERENCED FORMS/DOCUMENTS

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

## END OF EXHIBIT

### **III. ADMINISTRATION INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III-5 Addenda**

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

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

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

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

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

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

Please visit the DEN BidNet Website at the following link:

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

This link contains such services and information as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III-14 Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III-18 Security**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III-22 Violations**

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

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

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

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

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

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

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

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

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

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

**III-24 Wage Ordinances**

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

**III-25 Conflicts of Interest**

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

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict and email [AIMDevConflicts@flydenver.com](mailto:AIMDevConflicts@flydenver.com) using the DEN conflict submission form uploaded in BidNet with this RFP.

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

**III-26 Collective Bargaining Agreement**

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

**END OF INSTRUCTIONS TO PROPOSERS**

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

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

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

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

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

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

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

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

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

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

Proposals shall meet the following formatting requirements:

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

### IV-3 Proposal Narrative Contents

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

#### Cover Letter

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

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

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

#### 1. Cost Effectiveness

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

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

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

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

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

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

- A. Equity, Diversity and inclusion Strategies: Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization
- B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to SBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the SBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and sponsor to provide assistance and/or guidance to small businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

- D. **Communication and Vendor Management.** Describe the communication strategies and assistance Proposer is and will use with SBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.
- E. **Past Performance.** Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both businesses and communities that they serve.

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

- F. **Proposer's Culture.** Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- G. **Future Initiatives.** Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. Understanding the Project

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

4. Proposed Work Plan and Approach

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

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

5. Key Personnel and Ability to Respond

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

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

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

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

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

6. Company Experience & Qualifications

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

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

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

## **V. EVALUATION OF PROPOSALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V-4 Best and Final Offers**

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

**V-5 Evaluation Criteria**

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

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

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

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

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

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

In response to the Request for Proposal (RFP) dated May 24, 2022, for RFP NO. 202262932, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Parent Company Information  
(If Applicable)**

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

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

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

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

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

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

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

**Is this a joint venture?**

- YES
- NO

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**CERTIFICATION**

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

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**Attachment 1, Part 5 SBE Forms**

## **DSBO FORMS**

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

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



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

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

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

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

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

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

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

Bidder/Proposer (Name of Firm):

---

Firm's Representative:

---

Title:

---

Signature (Firm's Representative):

Date:

---

Address:

---

City:

State:

Zip:

Phone:

Email:



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## **FORM W-9**

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

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

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

**EXHIBIT C**

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

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

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

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

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

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

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

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

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

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

**H. Cooperation**

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

**I. Additional Provisions**

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

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

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

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

**K. Applicability of ROCIP Requirements**

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

[DEN ROCIP Safety Manual](#)

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

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

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

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

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

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

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

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

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

**X. ATTACHMENT 5, SAMPLE CONTRACT**

## **SAMPLE CONTRACT**

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

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

### ***SAMPLE AGREEMENT***

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

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

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

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

## ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

### W I T N E S S E T H:

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

**WHEREAS**, the City desires to obtain professional integrated project management support services; and

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

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

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

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

#### 1. LINE OF AUTHORITY:

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

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

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

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

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

**C. Standard of Performance.**

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

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

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

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

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

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

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

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

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

**F. Subcontractors.**

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

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

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

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

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

**G. Personnel Assignments.**

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

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

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

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

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

### 3. OWNERSHIP AND DELIVERABLES:

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

### 4. TERM AND TERMINATION:

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

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

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

**C. Suspension and Termination.**

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

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

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

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

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

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

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

in Section 4(C)(vi) below.

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

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

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

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

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

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

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

## 5. COMPENSATION AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**E. City Prompt Pay.**

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

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

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

## **8. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

## **9. DISPUTES:**

All disputes arising under or related to this Agreement shall be resolved by administrative

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

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

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

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

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

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

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

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

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

ii. Pursuant to Section 8, Consultant shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this

Agreement which infringes upon any patent, trademark or copyright protected by law.

**E. Notices.**

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

by Consultant to:

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

And by the City to:

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

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

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

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

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

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

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

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

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

**K. Cooperation with Other Contractors.**

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

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

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

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

**N. Coordination and Liaison.** Consultant agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Director or

their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

**O. No Authority to Bind City to Contracts.** Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

**P. Information Furnished by the City.** The City will furnish to Consultant information concerning matters that may be necessary or useful in connection with the work to be performed by Consultant under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Consultant understands and acknowledges that the information provided by the City to Consultant may contain unintended inaccuracies. Consultant shall be responsible for the verification of the information provided to Consultant.

**Q. Severability.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**R. Taxes and Costs.** Consultant shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**S. Environmental Requirements.** Consultant, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Consultant shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Consultant agrees to ensure that its activities under this Agreement are

conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Consultant of any pollutant or hazardous material.

**T. Non-Exclusive Rights.** This Agreement does not create an exclusive right for Consultant to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Consultant and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Consultant agrees to be bound by CEO's decision.

## **11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:**

**A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

**B. No Discrimination in Employment.** In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

**C. Advertising and Public Disclosures.** Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

### **D. Colorado Open Records Act.**

i. Consultant acknowledges that the City is subject to the provisions of the

Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 et seq., and Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

**E. Examination of Records and Audits.**

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

ii. Additionally, Consultant agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City,

including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Consultant, which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

**F. Use, Possession or Sale of Alcohol or Drugs.** Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

**G. City Smoking Policy.** Consultant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

**H. Conflict of Interest.**

i. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Consultant represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Consultant or which might give Consultant an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Consultant agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist,

Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

### **I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement**

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after

such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

iii. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

## **12. SENSITIVE SECURITY INFORMATION:**

Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

## **13. DEN SECURITY:**

**A.** Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

**B.** Consultant is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Consultant. The fee/fine will be deducted from the invoice at time of

billing.

**14. FEDERAL RIGHTS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix.

**15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

**A. Attachments.** This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Request for Proposals and Consultant’s Response to Request for Proposals

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

**16. CITY EXECUTION OF AGREEMENT:**

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

**B. Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or

Consultant in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

SAMPLE

## **Appendix 1**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

**A5 CIVIL RIGHTS - GENERAL****A5.3.1 Clause that is used for Contracts****GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**A6 CIVIL RIGHTS – TITLE VI ASSURANCE****A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**A6.4 CONTRACT CLAUSES****A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements****Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the *(Title of Sponsor)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, *(Title of Sponsor)* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *(Title of Sponsor)* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *(Title of Sponsor)* and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by *(Title of Sponsor)* pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



# EXHIBIT D

## PROFESSIONAL SERVICES DESIGN AND ENGINEERING

## TASK ORDER PROPOSALS AND EXECUTION PROCESS



## AIM DEVELOPMENT

### Integrated Project Management Support Services

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# 1 INTRODUCTION

## 1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. Denver International Airport also consists of Runways, Taxiways, Roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

## 1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these services may include but are not limited to programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various systems additions, improvements and modifications at Denver International Airport.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 The term "Task Order" when used in this Agreement means all the work associated with managing the request for proposal preparation; preparation of design and construction documents, plans, specifications and estimates; and construction administration for all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM ) Development or the designated DEN representative.
- 1.2.4 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.

# 2 CONSULTANT'S SPECIFIC SCOPE OF WORK

## 2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria,



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Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

- 2.1.2 Specific task scopes of work are referenced in Exhibit A, which will be issued with a Task Order Request for Proposals.

## 2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (PS-02) for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal are not guaranteed to result in an executed Task Order.
- 2.2.2 The Consultant shall provide a fee proposal that includes the following:
- 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all sub-consultants.
  - 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
  - 2.2.2.3 A schedule identifying all phases of scope of work.
  - 2.2.2.4 Identification of a time and materials, not to exceed fee.  
Fees for proposal preparation will not be reimbursed.

## 2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.

## 2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.



## AIM DEVELOPMENT

### Integrated Project Management Support Services

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## 2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.

## 2.6 COOPERATION

- 2.6.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

## 3 MISCELLANEOUS REQUIREMENTS

### 3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents and DEN and Federal Aviation Administration rules and regulations.

## 4 OWNERSHIP OF PLANS AND DOCUMENTS

### 4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its sub-consultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.
- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.



## AIM DEVELOPMENT

### Integrated Project Management Support Services

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- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

## 5 TASK ORDER EXECUTION

### 5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed Notice to Proceed. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of AIM Development or the designated DEN representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment (see form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

### 5.2 ADDITIONAL SERVICES

- 5.2.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated DEN representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.2.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:



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- 5.2.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- 5.2.2.2 A completed Task Order Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
- 5.2.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.2.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization (see Form PS-06). The Consultant cannot proceed on any work changes without an executed Task Order amendment.

## 5.3 TASK ORDER CLOSEOUT

- 5.3.1 Task Order Closeout Initiation: Task Order Closeout will not begin without written approval from the SVP of AIM Development or the designated DEN representative.
- 5.3.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see written form PS-26) and Final Statement of Accounting (see form CM-93).
- 5.3.3 Task Order Final Payment: Final Payment to the Consultant will not be released until all above information is complete and the Final Lien Release - Professional Services (see form PS-09) is submitted.

## 6 REFERENCED FORMS

Form #	Name
PS-F	Fee Proposal Spreadsheet
PS-02	Task Order Request for Proposal
PS-05	Request for Proposal for Additional Services
PS-06	Additional Services Authorization (for Design)
PS-09	Final Lien Release – Professional Services
PS-26	Professional Services Affidavit of Completion Letter
CM-93	Final Statement of Accounting

END OF EXHIBIT



# EXHIBIT E

## PROFESSIONAL SERVICES DESIGN & ENGINEERING

### SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL

Revised: May 2022



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# 1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be one Task Order per Invoice. Invoices for each project shall be combined into a single monthly invoice package with overall % complete of approved fee indicated on an invoice summary table. The acceptable format for this invoice package is a hyperlinked pdf file for easy navigation.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

# 2 PROGRESS PAYMENT MEASUREMENT

- 2.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
  - 2.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor and vehicle-hours expended for the period invoiced to perform a Task Order. Each invoice shall contain a table of costs and hours by employee, which shows actuals, projected (or proposed), % complete of projected (or proposed) and percentage remaining.

# 3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects on a time and materials basis, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.



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- 3.2 The employee labor data (company name, employee name, hourly rate and number of hours) on each invoice shall be submitted and correspond to the specific Task Order.
- 3.3 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.4 A DEN representative will review the invoices and notify the Consultant if s/he disagrees with the invoiced progress. The Consultant and DEN representative will meet within fourteen (14) days after receipt of the invoice to discuss the disagreement. The DEN representative shall have the authority to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.5 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
- 3.5.1 A current Certificate of insurance providing levels of protection required per Prime Agreement.
  - 3.5.2 Signed subconsultant agreement(s)
  - 3.5.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
  - 3.5.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
  - 3.5.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations and electronic copy of the employee's signature.
- 3.6 Monthly Invoice Narrative: The Monthly Invoice must contain a project narrative describing the work completed during the period of work represented by the invoiced hours and costs. Failure to submit the Monthly Invoice narrative (or any requirement in this Exhibit) may be cause for rejection of the invoice until requirements are fulfilled.
- 3.7 Final Close Out Invoice: Submission of a Final Close Out Invoice indicates Consultant agreement that, in consideration of payments made for authorized changes, the Consultant shall release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Consultant, its subconsultants, suppliers, or employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN representative.



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### 4 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 4.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Director. DEN is not obligated to grant any schedule or cost changes or increases.

### 5 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD

- 5.1 All allowable general and administrative overhead expenses (indirect costs) are incorporated in the labor rates and classifications or the overhead/multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 5.2 Indirect costs are the general and administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
- 5.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
  - 5.2.2 Supplies&Equipment:Office, drafting, engineering copying, postage, freight, surveying, vehicles, computer drafting and drafting and graphics, computers, software.
  - 5.2.3 Maintenance and Repair: Office equipment, survey & testing equipment.
  - 5.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
  - 5.2.5 Taxes: Personal property, state & local taxes, real estate (state & federal income taxes excluded).
  - 5.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
  - 5.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical and management support staff not directly performing work on the specific Task Order, including those located at DEN.
  - 5.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for proposal including personnel costs and costs for office supplies.
  - 5.2.9 Other Indirect Costs: Training, technical seminars, library, financial and legal costs, employment fees and recruiting costs.
- 5.3 Non-Allowable Overhead: Including but not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts & charitable contributions, employee stock ownership plans, entertainment and social functions, state and federal income taxes, fines and penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.



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## 6 EXPENSES

- 6.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 6.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 6.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Senior Vice President or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 6.4 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Senior Vice President or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Senior Vice President or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 6.5 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 6.6 Lodging Rate/Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the DEN Senior Vice President or his/her designee.
- 6.7 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Senior Vice President or his/her designee.
- 6.8 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 6.9 Project Field Office and Equipment: Includes utilities, rent, communications systems, furniture, fixed equipment. All expenditures for this category must be pre-approved by the DEN Senior Vice President or his/her designee before costs are incurred or submitted for reimbursement.



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### Integrated Project Management Support Services

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- 6.11 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage freight, field vehicles, computer drafting and graphics, computers, all software/license fees.
- 6.12 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 6.13 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight change resulted from action(s) caused by DEN in its contract capacity, but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc.. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

## 7 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 7.1 DEN Project Manager Discretion
  - 7.1.1 All requirements in this section may be modified by the AIM Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 7.2 Prior to Commencement of Work - Submittals Required
  - 7.2.1 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
  - 7.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign and electronic copy of the employee's signature.
- 7.3 Monthly Submittals
  - 7.3.1 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 7.4 Submittals Required - After Task Order Request for Proposal
  - 7.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal.
  - 7.4.2 Project Management Proposal inclusive of work schedule, costs, staffing and other additional requirements as defined by the AIM Development Senior Vice President or his/her designee.
  - 7.4.3 Refer to other Exhibits of this Agreement for additional requirements.



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**8 REFERENCED FORMS**

Form #	Name
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

**END OF EXHIBIT**

**XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING**

# **CERTIFICATE OF GOOD STANDING**

Please submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

# **STATEMENT OF QUALIFICATIONS**

**Denver International Airport**  
Integrated Project Management  
Support System (IPMSS)  
Facilities - SBE  
No. 202262932

Prepared by



**June 30, 2022**



June 30, 2022

Airport Office Building,  
Denver International Airport,  
8500 Pena Boulevard,  
Denver, CO 80249

**Subject:** Response to Request for Proposals for Integrated Project Management Support Services (IPMSS) – Facilities – SBE

Dear Evaluation Committee,

Abadjis Systems Ltd. Dba ASLPM is pleased to respond to Denver International Airport's (DEN) Request for Proposals for the Integrated Project Management Support Services (IPMSS) – Facilities – SBE, RFP No.202262932.

ASLPM is a certified SBE firm, headquartered in San Diego, CA, with offices in Denver, CO and has been providing optimum Project Management services and supporting public agencies in their continued growth and expansion across the western region of the U.S. With passenger traffic substantially increasing over the past year & with a robust CIP, we understand that DEN needs qualified Project Management resources to assist the DEN team with successful Project Implementation. Our vision is to provide DEN with experienced and knowledgeable staff resources on an on-call basis, who will immediately integrate with DEN's staff and stakeholders to successfully execute projects within schedule and budget while meeting high quality and safety standards. We commit to this vision by providing DEN with a seasoned core team of Project Managers, Construction Managers and Contract Administrators, supported by a bench of skilled team members who are immediately available to serve DEN.

We recognize& embrace the importance of an ingrained culture of fiscal discipline for a successful project delivery and understand that cost effectiveness is a mindset that needs to be embraced by the team at all phases of the project. Our team has assisted multiple agencies in executing projects effectively, while embracing a cost effectiveness mindset that ensures no impact to the project quality, design documents and construction methods / materials. We have discussed this strategy in detail in Section 1 of this proposal.

As a Certified Small Business with the City of Denver, ASLPM is very appreciative of the City's Commitment to advance its vision of Business Equity, Diversity, Inclusion (EDI) and Sustainability, by growing the capacity of historically utilized multicultural businesses. We practice EDI policies regularly in our business and strive to ensure that we foster & spread these policies to our peers, community and within our team members. ASLPM is committing to self-perform no less than 30% of the total amount of the Contract. Our ideology and practice of EDI is detailed in Section 2 of this Proposal.

ASLPM clearly understands that the general scope of services is to provide as needed, task order-based services with highly qualified and experienced consultant staff to assist with identification,



prioritization & delivery of projects within the *Vision 100 Strategic Plan*. We also understand that we need to execute projects collaboratively, in complex operational environments, within DEN's current processes & procedures. Our detailed understanding of the Scope of Services, our understanding of possible challenges, and our mitigation strategy is outlined in Section 3 of this Proposal.

We recognize that this contract involves task order-based services, but we also recognize that there are different approaches and methods to implement various projects within the CIP based on time constraints, budget constraints, risk, or other factors. We have discussed our methodology, in detail, to implement project management techniques, using a collaborative approach, to ensure successful project execution. We will leverage that knowledge and our relationships to deliver projects that are successfully executed within schedule and budget, while meeting high quality and safety standards. Section 4 of this Proposal provides a detailed understanding of our Proposed Work Plan & Approach.

We realize that it is important to have strong resources and team members who have the depth of knowledge, adaptability, and the ability to respond swiftly to any support required by the DEN team. We have formed a team of resources & sub consultants based on their skillset, experience, and immense airport knowledge. Our team includes **Parsons Corporation**, a large firm that has been a mentor to ASLPM over many years and will continue to be a mentor for this opportunity. Our team also includes **Nth Consulting, ARUP** and **Ambient Energy- A Mead and Hunt Company**. Details of our Key Personnel can be found at Section 5 of our Proposal.

*We are committing to the availability of the key personnel identified in this Section to perform the Work for the duration of the Contract Term.*

ASLPM and its team members have extensive experience with providing Project Management Support Services at various airports around the country. This experience enables our team members to understand security requirements, operational challenges, and stakeholders. We have provided detailed information regarding where our team members have performed similar services, in Section 6 of this Proposal.

On behalf of the ASLPM Team, I thank you for this opportunity to assist the DEN team and exceed your expectations.

We look forward to the next step in your procurement process where you will meet our key team members and learn how impressive a team you have available to assist you to complete your projects.

A handwritten signature in black ink, appearing to read 'Nour Bouhou', with a stylized flourish at the end.

Nour Bouhou,  
Vice President,

Phone: 855-378-1843

Address: 1400 16th Street, 16 Market Square, Suite 400, Denver, Colorado 80202

[nbouhou@aslpm.com](mailto:nbouhou@aslpm.com)

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## Section 1 – Cost Effectiveness

Our team understands that Cost-effectiveness is an essential component for a successful project delivery and is necessary to be applied at all phases of the project, and at all levels of technical execution. After all, a constant review & innovative mitigation of staffing needs, scope development, stakeholder engagement, design management, efficient bidding & construction management offers a wholistic & successful approach to cost effectiveness.

***Describe the Proposer team’s philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality.***

The ASLPM team believes that Cost effectiveness is not an accident nor a simple measure of price. The key to managing cost is directly related to governance, setting reasonable and realistic time and cost metrics, leveraging key performance indicators, and monitoring progress with earned value methodologies that measure progress, cost, scope, and quality. If it’s not specific, quantifiable, and measurable, it’s not performance.

Our team’s approach to ensure cost effective solutions includes the following:

- Include lifecycle analysis in measuring cost effectiveness.
- Be specific, clear, and complete requirements for purpose, schedule, budget, and key performance indicators (KPIs).
- Communication must be constant, consistent, and candid throughout.
- Correct delivery method must be chosen whether this is an agile/lean iterative software development and implementation, or traditional Critical Path Method/Waterfall project where predecessor/ successor logic must prevail.
- Value Engineering is always acceptable.
- “Do the right thing” to support the owner.

***Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project.***

ASLPM adopts a five-step quality control process to reduce errors. By following these steps, the team has been successful in avoiding costs impacts due to errors, reworks and/or incomplete tasks.

### **1. Creating a quality process**

The quality plan would outline the process by which the team would document the steps that should be taken at each stage of a project or task and what needs to happen before it can move forward. This process may include a check by a manager, submitting documentation, or a peer evaluation. As a result, quality and completeness can be assessed before moving on to the next piece, and any problems can be fixed sooner.

### **2. Plan the work**

The team will work in conjunction with the project manager and relevant stakeholders to ensure that the tasks that need to be completed are planned on a daily and weekly basis (as much as possible).

### **3. Build Processes**

Having a detailed process of the steps that need to be completed ensures that none are forgotten or overlooked, resulting in reduced error and re-works, by making sure that the team completes and submits documentation of the work that was completed, such that a record can be referenced later and used to update project timelines.

#### **4. Improve Communication**

Improving communication and collaboration between team members on status of quality inspections, reporting and deliverables allows the accurate transfer of information that can be audited as part of the quality process.

#### **5. Provide Continuous Training**

By providing continuous training and in turn continuous process improvements, the quality plan becomes a continuously improved process application that results in increased efficiency.

***Describe the Proposer's process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract SBE goal.***

ASLPM believes in completing tasks using the leanest, most qualified team needed to efficiently deliver the required outcome. Upon the receipt of a Task order, we will perform a thorough vetting process to select the right team members, that are capable of executing the deliverables in the task order. The goal is to have team members that are multi skilled, and can performed various duties, in order to be effective. This is the reason why we have proposed team members that have multiple skill sets and can perform a variety of functions, removing the need of multiple personnel to perform specific tasks and allowing for shared resources across multiple projects.

***Describe methods used to manage subconsultants to maintain effectiveness and quality.***

Our management approach brings structure and a consistent, reliable framework for disciplined project management and reporting with defined roles, responsibilities, policies, and procedures, providing a needed roadmap for decision making and progress. Our project managers rely on a guiding philosophy of Communication, Collaboration, Coordination, and Control, all of which create the heart of our efforts to prevent problems before they arise and a framework for problem solving should issues emerge. By engaging our subconsultants from the beginning, the team is cohesive in its understanding of the tasks at hand and perform as one unit to ensure the highest level of effectiveness and quality deliverables.

***Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results.***

Performing facility driven projects in a dynamic & operational environment, within current building footprint can be risky and challenging, due to discovery of unknown conditions (hazardous materials requiring mitigation), unforeseen utilities that may need to be rerouted, or discovered structural conditions that may need a complete redesign and/or re-approval from Authority Having Jurisdiction (AHJ). It is important to proactively mitigate these risks, preferably in the Define Phase, by utilizing Records Drawings, BIM models and other existing data, submitted by previous contractors & Design Consultants. It is also necessary to provide all previously completed engineering data, reports, and analyses to the Design Consultant, for review and design development. Examples include soils reports, welding reports



of completed structural steel erections, and Commissioning reports of HVAC, elevators, and other airport systems. The utilization of this information will ensure a lower risk of re-design need, rework on the field and better utilization of resources, all resulting better quality of Work and lower costs.

***Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective.***

The ASLPM team brings in extensive industry experience in multiple areas and trades and an in-depth experience in cost control, cost analysis, and project value engineering. Across multiple agencies and years of construction experience, ASLPM and its subconsultants bring verifiable millions of dollars of cost savings success stories. Our experience in that aspect is demonstrated through the way the team approaches project analysis from inception, through design and during construction by continuously looking for and identifying cost saving measures without compromising on the project quality or schedule.

***Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.***

Our team has been successful in identifying, understanding, managing & mitigating unforeseen & unplanned cost overruns at the many agencies we have provided services to, and we believe in streamlining administrative processes & procedures of management tasks, where there is a risk of cost overruns. Examples of our previous successes have been to create simple checklists for Design Development tasks, Bid review processes, stakeholder engagement processes and “Forecast At Completion” staffing & budget sheets, where each budget item can be managed effectively, and aggressively. We have then trained our project teams on how these checklists & spreadsheets are to be used, and that allows for an agency wide understanding of cost mitigation, which then becomes a culture for the agency.

And as part of the cost mitigation strategy, ASLPM strives to utilize & embrace common technological tools, such as Excel sheets, BIM software and so on, that are relatively inexpensive to procure, easy to be utilized and can assist in providing clear reports.

## Section 2 – Equity, Diversity, and Inclusion Plan (EDI Plan)

As a Certified Small Business with the City of Denver, ASLPM is very appreciative of the City's Commitment to advance its vision of Business Equity, Diversity, Inclusion and Sustainability, by growing the capacity of historically utilized multicultural businesses. This Equity, Diversity & Inclusion (EDI) Plan is pursuant to the City's "Article VII, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code and all MWBE and Equal Opportunity Rules.

This plan aligns with the Division of Small Business Opportunity (DSBO) established SBE participation for professional services, per Section 28- 205 of the Denver Revised Municipal Code. We are committed to meeting or exceeding the goal of the DSBO and are committed to **meeting & exceeding** the minimum **Self performance requirement of 30%**.

Diversity is one of our core values, and our leadership strongly believes that inclusion and diversity are major factors in sustaining our growth. We have a proven record at many agencies & municipalities for an innovative, comprehensive, transparent, equitable, and responsive SBE Program for projects. The desired outcomes of the plan and the associated outreach efforts are to exceed the established self-utilization goals; support the client community and diversity objectives; ensure non-discrimination in the award and administration of contracts; create a level playing field on which SBE firms can compete fairly for contracts, facilitate sustainable small/diverse business partnerships and growth, and are viewed as valued partners.

### 1. *Equity, Diversity and Inclusion Strategies*

As a Certified minority owned firm, ASLPM always strives to exceed aspirational goals and succeeds due to its strong relationships with other upcoming & existing historically & underutilized businesses, that provide similar scope of services & share ASLPM's vision of Service and Collaboration.

Our firm is continuously engaging with these businesses, by means of conferences (e.g., AMAC), industry events and mentoring events. As an example, ASLPM reached out to one of its proposed sub consultants (Nth Consulting Group) who is a *newly formed small & women owned business*. Nth Consulting Group was vetted and was provided the opportunity to be a key member of our team. We are now *assisting Nth Consulting Group to become certified with DSBO*, and at other agencies. We will continue to proactively identify businesses by these means, and by identifying vendors from the Division of Small Business opportunity (DSBO) portal.

Additionally, our firm strongly believes in mentoring, and we will coordinate closely with the DSBO office, to schedule monthly "brown bag" luncheons to share with & mentor on a variety of topics, ranging from cash flow management, marketing techniques, process development and lessons learned.

### 2. *Technical Assistance & Support Services*

We will share core tenets of our Inclusion & Diversity initiative to foster innovation by getting the best ideas through inclusiveness. This will create an environment where team members feel valued, respected, included, and supported and will drive engagement and create greater innovation and collaboration. Diverse teams are made up of people with different backgrounds, beliefs, and experiences who can offer creative and unique solutions to a variety of challenges.

ASLPM has & will establish strategic partnerships with local small and minority business organizations to provide assistance and growth opportunities through one-on-one consulting, seminars, and workshops.



Various educational tracks will be offered to assist firms with activities that increase competitiveness and foster sustainable growth; promote firms' abilities to organize their business operations in a manner that enables profitable delivery of a safe, efficient, on-time quality product or services; and provide firms with organizational best practices and position their businesses for long term growth, success, and sustainability. We will partner with the DSBO office to provide guidance and assistance in the following ways:

- i. As indicated Section 1 above, we will coordinate & conduct monthly brown bag lunches with historically underutilized businesses to provide training on a wide range of topics.
- ii. We will provide regular assistance in creating financial reporting tools & training support for associated software tools. As an example, we provided similar assistance to business partners, during our services at San Diego International Airport, and that assistance enabled successful utilization of key financial concepts.
- iii. At our services with previous agencies, we had committed and adhered to “Prompt Payment” to our historically underutilized business partners, because we are aware of the challenges of negative cash flow to business operations. This strategy ensured that our partners did not have to tap into expensive line of Credits, while ASLPM awaited payment from our clients. It was a very successful strategy, and we will also implement it at DEN.

### ***3. Procurement Process.***

While the community engagement and educational activities assist in historically underutilized firms with networking and meaningful engagement, a sound and fair procurement process is very essential to ensure opportunities for firms. ASLPM’s basic principles are of fairness, equity, and integrity. As a historically underutilized firm, we are well aware of the challenges to procure meaningful services and ensure that our procurement process is not merely the need of a checkmark for agency & code compliance.

To accomplish this, we follow the policies & procedures below:

- i. Proactive networking with firms, to understand their Scope of Services, bench strength, challenges, and interest on upcoming procurement opportunities.
- ii. Setting up meetings with Client’s Procurement team & historically underutilized firms, to assist in the firms providing their overview of services and allow for these firms to have “face time” conversations.
- iii. Involve the firm during the Procurement process with signed Letter of Intent, including meaningful participation & commitments.
- iv. During the course of the on-call services, collaborate very closely with the DSBO Office to identify additional services that can be assigned to historically underutilized firms, proactively assign those services to these firms.



For ASLPM, this process is not a “one off” process, but it is a **culture**. And we assure that this culture of Procurement is utilized at all levels of our teams. We do so by being engaged in procurement of 2<sup>nd</sup> tier sub consultants, asking all the important questions, and most importantly being a resource that our sub consultants can tap into.

#### ***4. Past Performance***

ASLPM has been in business for the past 30 years and has been successful in promoting and practicing EDI values in these 30 years. Our core value is **meaningful mentorship**.

There is no greater example of this internal success highlighting the career growth of the President of the Company- Saad Ilyas. Saad (of South Asian descent) started off his career as an intern with ASLPM 25 years ago, underwent meaningful mentorship, training & career development and eventually was integral in succession planning, to take over the helm of the company!

We have also made informed decisions during our hiring process to identify & provide opportunities to diverse group of candidates to interview for opportunities that will ensure personal & professional success.

Externally, there are many instances & examples where our promoting of EDI values has been successful to participation & success of SBE businesses & communities.

- i. During our services at San Diego International Airport, ASLPM contracted with various small businesses (Don Waller and Associates, MARRS Corp., and MKA) to provide Project Control Services, in lieu of acquiring these services from bigger firms.
- ii. The ASLPM executive team regularly mentors’ youth at underprivileged schools in their community, to provide lessons on business development, self-worth, and resume preparation. Examples of these youth mentorship events are training at City of Chula Vista High schools, the “Beepster” Program and lectures at colleges where training is provided on Project Controls principles and best practices.
- iii. We always have & continue to reach out to professional peers who are SBE certified, and identify opportunities that are meaningful and substantial. After all, a meaningful participation promotes success.

#### ***5. Proposer’s Culture***

As a Certified MBE, DBE and SBE firm, our executive team has deeply rooted values in promoting Equity, Diversity, and Inclusion at all levels of our business. We have strict internal policies & training programs on nondiscrimination of team members. Our Executive and HR team has strict guidelines on the review of resumes for hiring resources and mentorship programs that are provided to all team members on a variety of topics.

Our focus is always on the success of our team members in holistic fulfillment of their professional goals and aspirations. We strive and have been successful with implementing this culture with our sub-



contractors & sub consultants also, via understanding the challenges, holding lunch seminars, and highlighting solutions that enable sustainable EDI policies.

## ***6. Future Initiatives***

ASLPM has been very proud of its past success and looks forward to the future! As our country and the City of Denver continues to aggressively prepare for post pandemic growth, it is extremely important for us to utilize the lessons learned from our past successes, and embrace new & upcoming tools (new portals, utilization of video conferencing, training modules etc.), and set aggressive goals to promote & assure EDI internally and externally.

We have incorporated a roadmap, as part of our Corporate Strategy, to ensure that the EDI values continue to be promoted:

- i. We are committed to be part of organizations and be strong voice in these organizations, to highlight challenges and collaborate on solutions to promote EDI to local communities and resources. Examples of such organizations are the AMAC, CMAA and local municipality organizations.
- ii. We will continue to **be part of DSBO Equity & Empowerment Council (DEEC)** meetings to learn about newly certified firms, about upcoming programs and ensure that we are proactively reaching out in the City of Denver's community and promote the EDI values

## Section 3 – Understanding the Project

### *1. Understanding of Services*

The AIM division of DEN will award a contract allowing for provision of expertise and specialty services required in the delivery of projects, utilizing highly skilled, experienced, and collaborative resources that can identify & prioritize DEN’s needs within the **Vision 100 Strategic plan**. We understand that our resources & services will be required on a project specific task order basis (as opposed to a fully augmented team) and will be primarily in the Design & Construction phases of the projects.

Our team also understands that the general scope of services is to provide support for the implementation of AIM’s Facilities & Maintenance Projects, throughout the various project phases as defined by AIM DEV. We understand that DEN requires highly qualified & experienced staff and most importantly, staff having the emotional intelligence to deliver comprehensive project management support services, to assist with the overall program coordination and to manage individual projects throughout the various project phases, with more emphasis on the Design & Construction phases.

We understand the scope of services that DEN is requesting, and realize that additional services may be requested based on the dynamic environment found in airports, ever changing Facilities & maintenance requirements, and in the pursuit to safely achieve the best design, quality, schedule, and budget, and will be delivered under the guidance of the DEN Project Management Guidelines (PMG). These services include, but are not limited to:

- |  |                             |
|--|-----------------------------|
| 1. Project Management                    | 8. Stakeholder Engagement   |
| 2. Construction Management               | 9. Planning/Program Studies |
| 3. Contract management & Administration  | 10. Process Improvement     |
| 4. Design/BIM Oversight                  | 11. Constructability        |
| 5. Stakeholder Engagement                | 12. Change Management       |
| 6. Commissioning & ORAT Support Services | 13. AIM Divisional Support  |
| 7. Cost management                       | 14. Mentoring Services      |

### *2. Understanding of Required Resources*

We have handpicked a team that understands the Services required listed in Section A of the RFQ, understands the complexities & benefits of working on a Task Order basis, has immense technical experience providing PM services for Facilities & maintenance projects, and most importantly has the emotional intelligence to work alongside other project team members, on adjacent projects, in an operational environment, and ensures team success.

Our team also has a thorough knowledge of airport internal and external stakeholders that play very important roles in successful project delivery. Our team’s knowledge of the stakeholders’ needs and challenges allows for a very proactive scope management and subsequent cost and schedule management, a successful handover of facilities and systems via a well-coordinated Commissioning & ORAT process, and enables success within DEN’s project lifecycle, while ensuring thorough vetting of all possible alternatives in project delivery.

### ***3. Complexity, Challenges and Problems in Planning & Performing Work***

On large, intricate programs, such as the DEN CIP, complexities and challenges often arise while staffing, planning, and performing work. These issues can be exacerbated if an unprecedented amount of internal work occurs or if Greater Denver area market conditions change, potentially leading to a large quantity of inexperienced stakeholders. Often challenges associated with integrated, mixed delivery teams, in an on-call environment are centered around relationship building, stakeholder engagement, and communication management. If left unaddressed, these challenges result in a low performing team that impacts the schedule and cost quality — not only for the project — but for customers, airlines, tenants, and operations.

We understand that the PMSS team will play an integral role in ensuring that the customer experience and revenue enhancement goals are accomplished throughout all phases of the project. Our team has successfully provided PMSS services at many airports facilities, in secure and landside environments. Additionally, our experience and learned lessons provide us with the ability to recognize potential risks early in the process and develop an action plan with collaborative input from the project team and stakeholders that mitigate impacts to airlines, airport stakeholders, tenant concessionaires and operations.

- **Relationship Building / Stakeholder Engagement:**

Throughout the lifecycle of our projects, we engage teams early to build relationships based on trust, and agreement on mutually acceptable, quantifiable goals. We continue to foster these relationships by communicating with and involving stakeholders, obtaining respective viewpoints, and creating/implementing actions that are traceable to the goals and true dynamics of the project. These goals, in addition to the stakeholders' input regarding quality and progress, are audited and reviewed on a recurring basis to proactively address issues requiring correction. By creating a specific stakeholder and communications management plan that includes quantifiable performance metrics, we define processes, procedures, tools, and techniques to effectively engage stakeholders in the decision-making process by analyzing various needs, interests, and impacts.

- **Airport Security & Badging requirements**

We are thoroughly aware of **Airport Security & Badging requirements**, and the challenges these Federal requirements may pose to the Project execution. For example, numerous measures are needed when working / transporting equipment & resources between public, secure & Sterile areas. Our team developed and managed a system that provided security escorts for contractors who work on very short-term projects. This system allowed the contractor to bypass the sometimes weeks-long security and background check process while fully meeting required security levels mandated by the airport agency.

- **Communications Management:**

Whether communication is delivered through structured partnering meetings, all-hands monthly meetings, email chains, or more formal project stage reviews, it is an important aspect of risk mitigation, time consuming and must be built into a plan and into the project schedule. We understand that effective communication doesn't just convey facts; it helps team members understand the role they play in the projects. Our team has implemented numerous communication plans that delineate the type of information that is conveyed at all levels. Good communication results in effective planning and execution. Our

communication approach is addressed in Section 4 of this proposal entitled ‘Proposed Work Plan & Approach’.

#### ***4. Examples of Specific Challenges, and Our Mitigation***

Our team has unmatched **lessons-learned experience** and will use this experience to add input to the project and construction phasing plans to seamlessly coordinate with Project entities to mitigate impacts to passenger safety, airline operations, design and construction, security operations, and passenger experience.

##### **✓ Maintaining Operations during Project Execution:**

Our team members are very cognizant and aware of the importance of maintaining passenger & airport operations during all phases of project execution.

As the PMSS for SFO’s Interim Boarding Area B that serves three airlines, and multiple Facilities “Back of House” requirements, we successfully prepared and led the project team through more than 20 transitions including four Airlines (South West, Alaskan, Frontier, & American), two TSA checkpoints, eight concessionaire tenants and relocated/ upgraded HVAC units, passenger & freight elevators and complete retrofit of Fire Alarm Systems in an Operational Terminal, with NO IMPACT to any operations.

##### **✓ Investigating Concealed Systems:**

Executing Facility projects at DEN will have its share of unknown conditions and unforeseen challenges as the project team works closely with the Design team, and Contractor’s team to tie into existing structures, systems, and utilities.

Detailed investigation of concealed legacy systems leads to fully understanding the impact of existing structural and architectural components. This information assists in definition Phase of the program, avoiding costly design changes or schedule delays to rectify unforeseen site conditions and subsequently enables the Team to focus on delivering exceptional projects.

As the PMSS team at LAX’s Terminal 2 Project, our team audited stakeholders to gather undocumented learned lessons and interviewed existing tenants as part of our risk assessment study. This yielded several ‘institutionally known’ issues for which the project team developed mitigation strategies. Because we sought input from stakeholders, the plans were thorough, and expectations were well known. Often, the stakeholders proactively adjusted the plans to further minimize impacts to them and others.

##### **✓ Transitioning between PMSS Contracts**

Our team has helped numerous aviation clients during contract transition. Through our lessons learned process we have found that due to the large number of integrated stakeholders, successful transition begins with early planning and coordination. Our transition process includes the following:

- Review of Requirements: we review existing and planned contracts and ensure that transition requirements are highly detailed. This includes confirmation that “transition out” and “transition in” requirements and plans are highly integrated and correlated.

- Detailed Responsibilities: we establish clearly defined roles and responsibilities and develop a Roles and Responsibilities Matrix (RAM), ensuring that all requirements have been addressed.
- Communication: we communicate roles and responsibilities, and establish clear lines of communication between DEN, incumbent contractor, and our team.
- Transition Management Plan: we consider and document all factors involved in the planned transition including requirements addressed in the aforementioned RAM, risk and mitigation strategies, appropriate time frames for security transitions, and performance measurement.

### ***5. Approach & Philosophy in Addressing Key Issues***

Where others see problems, our team sees challenges. Every program, every project, every organization over the course of its life span has experienced or will experience challenges. Every challenge is unique. To deal successfully with any challenge, one must recognize the issue early, before it becomes a problem, and then must take the appropriate action to ‘nip it in the bud.’ This requires experience. Our team members have obtained the requisite experience through years of working in similar programs and in particular, working with Airport agencies. Our team will continue to apply its lessons learned to assist the Authority to overcome any challenge. We recognize that tomorrow’s challenge will be different from any other challenge experienced in the past, but will have common threads.

Potential issues and problems can come from a host of sources: reports, observations, verbal communication, etc. Our philosophy in dealing with a potential issue is to first understand whether it is apparent or perceived and then confirm our findings with data. Our goal is to drown out the “unnecessary noise” and focus on resolving the issue at hand, without assigning fault.

We work to create and emphasize an environment that successfully delivers projects through integrity, leadership, and transparency, while fostering a collaborative atmosphere for team building and proactive problem solving to reduce client stress, risk, and uncertainty. We strive for team success.

### ***6. Sensitivity & Experience in Addressing Key Issues***

Every issue, challenge or problem, no matter the perceived impact, is important & key and needs to be recognized and mitigated immediately. Our team understands that the longer the problem lingers, the larger it becomes, and it may need to be escalated to a different level of management. Therefore, it is important to expeditiously recognize, discuss and mitigate the issue collaboratively with the project team. The key is to foster trust and open dialogue for project members to be confident to bring up project issues immediately and regularly, without the fear of being scorned or belittled. This is particularly true of our younger team members who may be hesitant to bring up issues. This is why ASLPM believes in **contemporaneous mentoring**, where our project manager meets with the project team regularly, to review project progress, identify challenges and draft mitigation plans.

## Section 4 – Proposed Work Plan & Approach

We will discuss our project management & organizational approach below, and the most common factor in each of our discussion points will be the need for **proactive collaborative communication**.

### *1. Project Management & Organizational Approach*

As an on-call engagement, we understand that we must form an integrated team with DEN and multiple stakeholders, and work collaboratively in support and close coordination with the entire team.

**We are communicators, facilitators, active immediate helpers, and problem solvers.**

We successfully accomplish this by:

- Providing seasoned staff who excel in dynamic environments
- Delivering high-quality products on-time, to the correct stakeholders
- Being responsive and adaptive to DEN's changing needs and requests
- Being proactive about forecasting and communicating risks and issues well in advance of a problem
- Implementing on-call best practices that address quick mobilization and a reduced learning curve; allowing for our staff to get to work quickly and effectively
- Following up with our staff early and often specifically to address and act on their needs and any potential problems
- Delivering our proven ability to integrate multi-stakeholder teams in complex, dynamic environments by engaging in team building and maintaining rigorous focus on communication

More specifically, our proposed method to accomplish the Project Management Services is a proven method and consistent with the DEN's method of delivering projects. Our goal is to provide additional value into your carefully thought-out processes and methods, not to criticize them. In summary, our method contains five phases to execute projects: Define, Design, Build & Closeout/ Occupancy.

**Define Phase:** We believe that the Define Phase is the most important phase in the life of a project. Once the project is defined, implementation alternatives are analyzed, risks are determined and analyzed, interdependencies with other projects are determined, the project schedule is developed, the probable construction costs are determined, and a staffing plan is developed. During this phase, the project budget is also established. A project budget cannot be underestimated or overinflated. To accomplish this with confidence, an experienced team with proven problem-solving skills and technical expertise is necessary.

**Design Phase:** During this phase, the construction documents are developed. The completeness of the construction documents will determine the quality of the end-product and if a project will stay within the established schedule and budget. Equally important, safety requirements, and the potential impact to the airport's operations, tenants, and traveling public are determined. The project team will have to develop phasing plans and contingency plans, as necessary, to minimize the risks inherent to

construction. All this requires constant & frequent communication and coordination with multiple stakeholders, Design team and Airport Management. This is also the phase where our Commissioning and ORAT team members are included during Design Development to ensure proactive participation.

**Construction Phase:** This is the final implementation phase of the project where the results of the efforts to this point become evident. During this phase the safety, quality, and progress of the project are being monitored.

**Closeout Phase:** While there are many tasks to be accomplished in this phase, the most important task is the end of project review or “lessons learned.” Through years of implementing complex projects working in similar programs, ASL has amassed a “library” of lessons learned. Lessons learned are our basis of knowledge to train and/or mentor staff that will benefit DEN’s team in many ways.

## ***2. Completing Work On-Schedule***

Our team has positive, real-world experience in managing programs/projects to effective on time, on-budget completion. More specifically, we have individually performed, and helped to ensure that entire programs perform within schedule and budget at a variety of airports. The successful results demonstrate our capability to perform within budget and schedule, and further provide us with valuable lessons learned and best practices that can be applied at DEN. In summary, our approach to delivering on schedule includes the following:

- Developing, updating, and monitoring baseline plans and measure variance against them
- Strong Contract Administration knowledge
- Following strict governance associated with project audit and review, trending and variance analysis, risk management, and change management in order to highlight potential issues associated with on-time and on-budget completion
- Verifying data in the field & working with the project team to implement recovery/mitigation plans and actions associated with variance and risk
- Communicating effectively and efficiently, based on stakeholder and communications matrices
- Understanding and Managing Scope Creep, especially when Schedule activities can be impacted.
- Having sound knowledge of current material procurement challenges, that if specified by Design Consultants, can have detrimental effect on an established baseline schedule.

## ***3. Coordination of Work with other entities***

We understand that our planned and ongoing work has to be coordinated with many stakeholders, internal team members and the DEN management team in general. Such vast coordination requires dedicated processes and tools. Our past successes to coordinate complex phasing, upcoming work, work between adjacent Contractor Teams and airlines are due to ensuring dedicated meetings, daily “Top 3” task discussion, development of “Touch point Schedule activities”, clear & concise memos to Management and daily collaboration with key stakeholders and team members.

#### ***4. Methods for performing Scope of Work***

Our team has demonstrated the ability to provide the services requested in this Proposal based on our past and current projects, as evidenced in Section 6 of our response. We recognize that the subject of our methods is vast, and it will take volumes to describe in detail. The following pages describe in brief detail what we consider some of the more important aspects of our technical approach & methods to project delivery.

Four general principles form the foundation of our approach to providing project/construction management services in an integrated, on-call environment:

Collaboration: We will work closely with airport management, designers, contractors, and other consultants to create an atmosphere of teamwork and leadership to successfully meet the goals of your project. This team attitude will resonate through all members of the staff that will make the project a success.

Anticipation: Our philosophy is to always look ahead, to identify potential risks early, and to address issues before they occur. We are solution oriented. We use our project management tools to keep items and documentation on track, to pinpoint opportunities that will save time and money, and to work aggressively to achieve your vision.

Communication: We will always keep you informed with detailed, reliable information so you can make the best decisions possible. We will establish a system of communication and formal reporting that will ensure that important facts and realistic choices are conveyed in a clear and timely manner.

Representation: We will serve as a seamless extension of your staff while managing the project. We will build strong partnerships with the site representatives, adjacent businesses, architects, and other consultants involved in the project, and work to represent, communicate, and always promote the airport and the airport's best interests.

In other words, **your goals are our goals**. Our leadership instills these principals throughout our organization. Our top leadership is committed, and our priority is the support of DEN to meet all your project needs and exceed your expectations.

Listed below is a summarized list of key methods that our team will utilize to perform the scope of services:

**Project Definition**: Defining a project is not necessarily an easy task, primarily due to limited information. We understand that our team's involvement will be limited during the Define Phase, nonetheless, we believe that this is a very important phase for any project. An accurate project definition needs strong stakeholder and sponsor collaboration and communication, which in turn assures minimal scope creep.

**Work Breakdown Structure (WBS)**: An accurate, detailed, and complete WBS is necessary to ensure the successful outcome of a project. It is instrumental in identifying all elements of the work and allows the Sponsors and Stakeholders to see how the project objectives are met.

**Project Budget:** Project budget establishment is a crucial task. However, we understand that, while budgeting and estimating includes some level uncertainty, it must be based on experience. Our team has the requisite experience and the proven record to assist the DEN's team to develop projects budget, and consequently the program budget, that is neither grossly overestimated nor underestimated. We have discussed in detail our approach to Cost Effectiveness in Section 1 of our response.

**Project Schedule:** Similarly, the project schedule development requires experience to determine the level of effort it takes to accomplish each task, whether it is design effort, construction work, or compiling construction bid documents. Our team has the experience and a proven method to evaluate the reasonableness of time requirements.

**Project Delivery Methods:** Not every project delivery method is conducive to every project and vice versa. Our team will support you to determine the appropriate project delivery method based on City Policies, and the project's goals and objectives. Our staff experience with various agencies includes many projects utilizing alternative project delivery methods, including design-bid-build variations (pre-qualified select bidders, A+B bidding), design-build, and CMAR.

**Risk Management:** One of the single most important things to ensure a successful project is to identify and manage the risks. Risks could include adverse weather, change in airlines' schedule, changes in regulatory requirements, non-performing contractor or designer, security threats, changes in funding, scope creep, labor market conditions, or unknown conditions.

**Stakeholder Collaboration:** The importance of stakeholder engagement cannot be overemphasized. Without stakeholder participation and concurrence, a project is doomed to fail. Stakeholder engagement at all phases ensures that the project embodies realistic stakeholder goals and objectives. Continued stakeholder engagement during the design and construction phases ensures concurrence with adjustments due to inevitable changes and that the project goals and objectives meet the intent of the stakeholders. Our team members' knowledge and understanding of airport operations and the trust that we have built over the years assures the stakeholders that every effort will be made to meet their objectives.

**Quality Assurance & Quality Control:** We believe that in order to have an effective QA/QC program all members of an organization must adhere to its principles and participate in improving processes, services, and the culture in which they work. After all, improved quality means reduced total project costs. Our key measures include the following:

- Development of new checklists consistent with our client's contract requirements to assist DEN to deliver quality projects and meet audit requirements.
- Validation of Cost Estimate and Schedule: This is an important check to ensure that a construction schedule or a design schedule comport with the estimated labor hours in the construction cost estimate or the design level of effort, respectively.
- Ensuring that all documents produced are of acceptable quality to be displayed as public documents.
- Ensuring that bid documents include the appropriate special conditions covenants for the type and size of project to avoid or minimize the risk to the Authority for extended overhead claims, impact to airport operations, and mitigation of unknown conditions among others.

- Establishing QA/QC criteria for Contractors to assist Authority construction inspectors to monitor construction activities, and to ensure the desired level of quality is achieved.
- Change Control: While every member of the organization is encouraged to participate in improving processes and procedures, it is also vitally important that the change control process be followed to ensure the integrity of the documents.

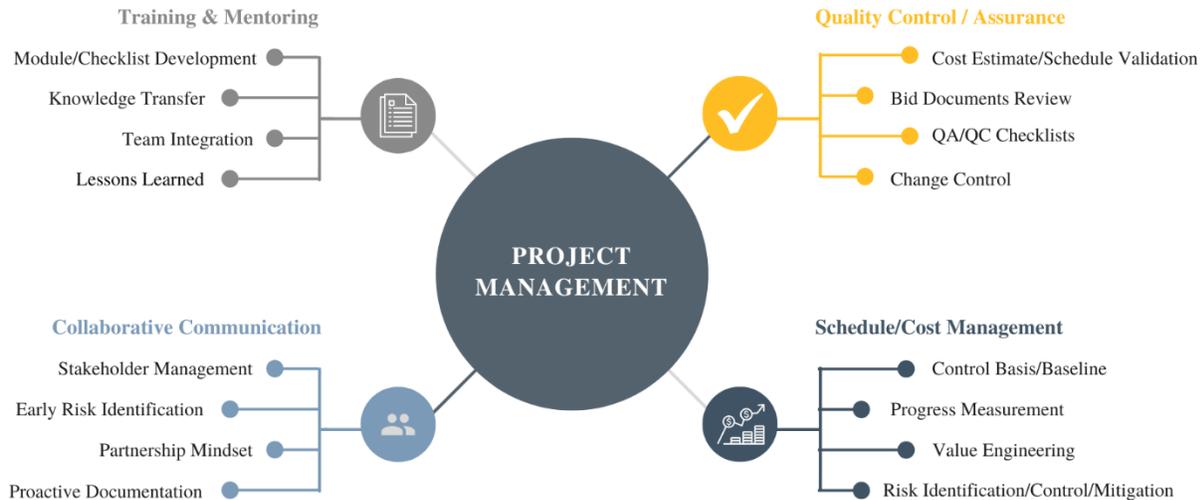


Figure 3.4-1. Project Management Approach & Key Methods

## 5. Existing Project Management Control Methods & Progress Reporting Systems

The ability to measure actual progress against planned progress is an essential tool in determining early response to make real time adjustments to maintain both budget and schedule. Our team believes that Project Progress Monitoring / reporting is to know the status of the project at any given time. This requires regular updates of project budget and schedule, schedule float analysis, performing Forecast at Completion and cash flow analysis, risk assessment and evaluation of contingency plan, in addition to RFI, Submittal, NCR and Daily report logs. This proactive approach provides for project transparency and will keep the DEN Management team always informed. Effective communication and transparency are the key elements in combination with the use of established and time proven templates and generated reports. Sharing the information with stakeholders and executive management in a timely manner is crucial for the success of the project.

Our team has led and implemented various Project Management Information Systems (PMIS) for various municipalities, and have ensured that the information & reports being prepared are accurate at any given time, and easily transferable into Microsoft Word & Excel Systems. Examples of some systems currently in use by our team members are Primavera, Unifier, Expedition and PM Web.



## Section 5 – Key Personnel and Ability to respond

### The ASLPM Team: the Obvious Choice

We are uniquely qualified to accomplish the IPMSS at DEN because of its many attributes that include the following:

**Experience & Knowledge:** Our proposed team members have immense years of combined aviation-related experience, extensive aviation-related expertise, deep knowledge in airport and facility operations, demonstrable problem-solving skills, hands-on expertise, and progressive project management experience.

**Commitment:** Our commitment to the DEN’s mission, our efforts toward the advancement of the DEN’s goals, and our commitment to the blended organization (working in collaborative teams) will make us distinguishable from our competition. All our team members have a long history of working collaboratively with every Department, Project Sponsors, and Stakeholders. This ensures that our legacy of delivering projects successfully will continue.

**Collaboration:** Our staff has a long history of collaborating with stakeholders, which include internal airport stakeholders, airlines, Transportation Security Administration (TSA), Customs and Border Protection (CBP), Fire Department and Authority Having Jurisdiction, to name a few. Our integrity has allowed us to build a lasting trust with their staff. This along with our knowledge of the regulatory requirements allows us to proactively identify and mitigate potential issues, thus enhancing our value to the DEN team.

With this in mind, our team brings unprecedented depth of project experience combined with the depth of resources that understand project organizational structures. We have at hand the breadth of technical services and expertise required by a project of this magnitude. More importantly, we have the internal management of QA/QC protocols to manage ourselves to deliver exceptional services efficiently and effectively to DEN.

### Abadjis Systems Ltd., DBA ASLPM

Established 1995, ASLPM is a DBE, MBE & SBE certified project management consulting firm offering program management, project management, construction management, design management, and project controls in the aviation industry. We have successfully implemented Facility & Aviation projects in operational airports, with minimal impact. ASLPM’s history of successfully executing large and complex projects in operating environments has earned us an exceptional reputation.

- Office Address: 4190 Bonita Road, #201, Bonita, CA 91902
- Total employees in the company: 20
- Total number of Professional employees: 17
- Total number of Support Staff: 3
- Location where work will be performed from: Denver, CO



ASLPM is proposing its services as a Prime SBE firm with an established support team of the following sub consultants:

**a. Parsons Corporation:**

For more than 75 years, Parsons has helped clients deliver planning, design, and construction projects throughout the world.

The aviation sector has been involved in more than 450 airport projects across more than 40 countries, supporting Parsons' clients in delivering sustainable, world-class airport infrastructure through cost-effective, value-added consultancy services, and at-risk construction. Parsons provides full life-cycle capital project delivery services including strategic advisory services; program and construction management (PM/CM); planning design and construction; technology systems; cyber security; and commissioning. Parsons has enjoyed working with DEN for the past twelve years as PM/CM of the Hotel and Transit Center (HTC) project and permitting coordination for the Great Hall Terminal Redevelopment project and baggage handling system (BHS) enabling projects.

- Office Address: 1776 Lincoln Suite 600, Denver, CO 80203
- Total Number of U.S. Employees: 9,472
- Total number of Professional Employees (Denver Metro Area): 756
- Total number of Support Staff: 67
- Location where work will be performed from: Denver, CO

**b. Arup:**

Arup is the creative force at the heart of many of the world's most prominent projects in the built environment. With 89 offices in 33 countries, Arup's 17,000 planners, designers, engineers, and consultants deliver innovative projects across the world with creativity and passion.

They are committed to providing optimal solutions in planning, design, development, and operational consulting for aviation-related facilities across the country, and have successfully applied Arup's Operational Readiness, Activation and Transition (ORAT) methodologies in North America and globally to many other highly complex, mission critical processes affecting passenger experience being transitioned within operating airports..

- Office Address: 900 Wilshire Boulevard, 19th Floor, Los Angeles, CA 90017
- Total employees in the company: 17,000 Globally/15,000 Americas
- Total number of Professional employees: 1324
- Total number of Support Staff: 266
- Location where work will be performed from: Los Angeles, CA

**c. Nth Consulting:**

Nth Consulting Group is a Women Owned firm that will provide key Contract Management resources for support in the award, follow-up, and control of the contracts, studies, plans, initial works, design supervision, works, construction, equipment, and the activities to support the Integrated Project Management and Support Services (IPMSS) at Denver International Airport (DEN).



- Office Address: 40 Exchange Place, #1602, New York, NY 10005
- Total employees in the company: 2
- Total number of Professional employees: 2
- Total number of Support Staff: 0
- Location where work will be performed from: Denver, CO

**d. Ambient Energy:**

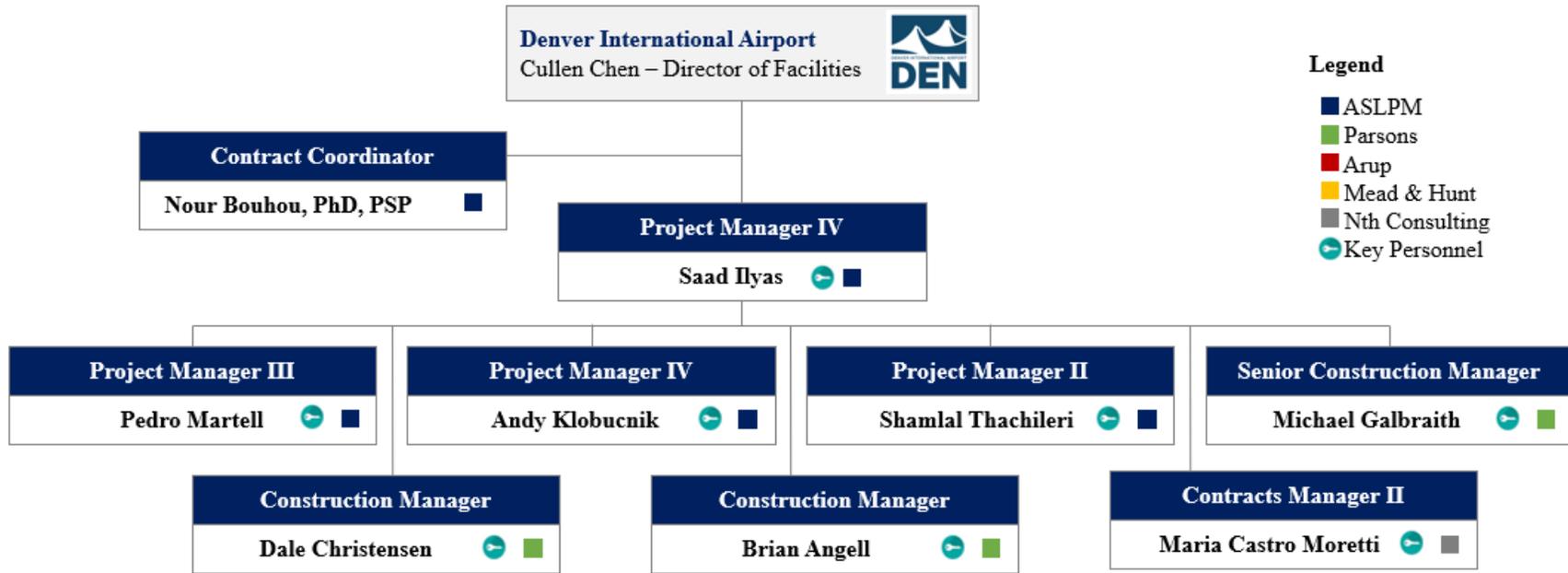
Ambient Energy, a Mead & Hunt company, has more than 12 years of experience providing commissioning, sustainability, and energy consulting services. Ambient's team has worked on more than 20 projects at DEN over the past 10 years, and due to this experience, has an established relationship with DEN and in-depth knowledge and hands-on commissioning experience to support small and large aviation projects.

Ambient Energy will be supporting ASLPM as a sub consultant and will be providing Commissioning Support Services, on as needed basis

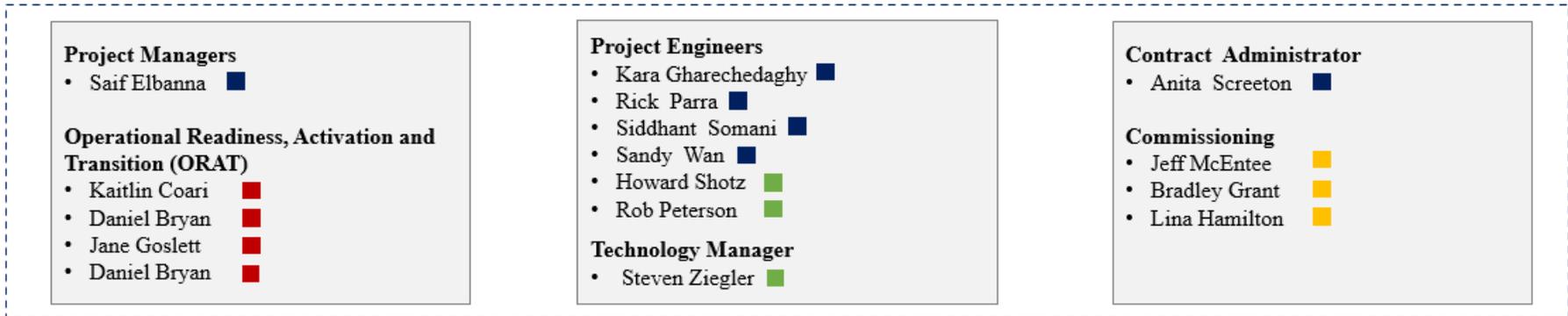
- Office Address: 1449 7th Street, Suite 440, Denver CO 80204
- Total employees in the company: 955
- Total Denver employees (Ambient Energy):20
- Professionals: 17 (Ambient Energy) / 825 nationwide
- Support personnel: 3 (Ambient Energy) / 130 nationwide
- Location where work will be performed from: 1449 7th Street, Suite 440, Denver CO 80204

Please see our organizational chart on the following page.

### Organizational Chart



### Resource Pool





As indicated in our team's organizational chart, we are certain that our team member's knowledge on the Scope of Services, technical skillset & experience, together with an effective onboarding process, will ensure a successful project implementation for any of the assigned projects. This attribute, along with proactive stakeholder engagement will enable our team to effectively perform the Scope of Work and efficiently coordinate all project implementation efforts with the DEN team members and other consultants. In addition, ASLPM and its team is committed to make its proposed key resources and support team available, when needed by DEN's Project Manager.

We have immense experience providing on-call, as-needed services in a continuous, flexible, and changing environment, and have successfully provided similar services at LAWA, Phoenix Sky Harbor International Airport, San Francisco International Airport, San Diego International Airport and our key staff have provided these services at major airports throughout the country. All our management, staff, and resources will be local to provide DEN with immediate response and execution as needs arise. Our differentiator will be the ability to mobilize and de-mobilize local project expertise to bring the greatest cost efficiencies to DEN.

We understand that working closely with DEN to respond to a dynamic, changing airport environment is crucial. Our team will work with DEN to develop a strategy to define the packages, and to articulate costs, risks, market resources, and implementation impacts.

As requested, the detailed resumes for the proposed key staff members are located at the end of this proposal, and Core Staff Labor rates are included in Exhibit B, as a separate attachment.

## Section 6 – Company Experience & Qualifications

Implementing the Denver International Airport’s (DEN) extensive and complex CIP for Facilities requires teams like ASLPM who are successfully implementing similar project/construction management support services for Airfield, Landside, and Utility and Infrastructure and large airport improvement programs. Our proposed team brings extensive experience in providing on-call, as-needed services in the constantly changing aviation industry at major commercial airports. Project experience, personal attention, specialization, and depth of resources make it possible for our team to deliver on-call services to world-class airports.

Although our list of successful projects is numerous, we are highlighting six (6) recent successes within the past 10 years by our team that represent our team’s ability to provide services relevant to DEN’s program.

### *San Francisco International Airport, Project Management & Controls Services*

#### **ASLPM**



#### **Interim Boarding Area B \$120 Million**

Construction of new restrooms, a children’s play area, a pet relief area, new concessions shell spaces, airline operational spaces, and a refresh of existing hold rooms. Demolition of existing facilities within the Interim Boarding Area B Project footprint included remediation of hazardous materials.

#### **Location:**

San Francisco, CA

**Gross Fees:** \$120 Million

#### **Scope of Work:**

- Scheduling services during all project phases & in collaboration with adjacent project schedules.
- Cost Controls services, including monitoring variances & trends within the “Cost model” & reporting to management.
- Project Controls services utilizing Unifier.
- Proactive Risk Analysis.
- Document Control & reporting.

#### **List of Consultants:**

CPM 5%, Stok 4%, Chaves Consultants 12%, NBA Consultants 7%

#### **Outcome/Results**

Completed within budget and ahead of schedule while addressing unforeseen abatement of hazardous material discovered within terminal hold-rooms. Scope and cost creep were mitigated via value engineering of new finishes at the hold-rooms and the design of passenger boarding bridge foundations (drilled piers vs pre-cast piles).

**Owner Name:** Tania Gharechedaghy  
780 McDonnell Rd.  
San Francisco, CA 94128  
(650) 821-8211

## *Los Angeles International Airport, Project Management & Construction Management*

### **ASLPM**



**Midfield Satellite Concourse, Terminal Cores and APM Interface \$1.4B - \$500M**  
Terminal Cores and Automated People Mover (APM) connecting Central Terminal Area to 3 APM Stations as part of the \$14B Landside Access Modernization Program, 2 Intermodal Transportation Facilities, off-site parking, and a Consolidated Car-Rental facility

#### **Location:**

Los Angeles, CA

**Gross Fees:** \$500 Million

#### **Scope of Work:**

- Developed and implemented stakeholder engagement plans to support timely program decision.
- Organized a stakeholder engagement, concept/design development and approval process to create temporary and permanent locations for CBP, ICE, LAWA PIO, Alaska and Air Canada.
- Developed and implemented a tenant move plan relocating airline, concession, and non-concession tenants.

#### **List of Consultants:**

DHS 7%, PSM2 6%, Collective Management Services 10%, Cage 5%, Kennard Development Group 22%, Paragon Project Resources 6%, CPM Partners 10%

#### **Outcome/Results**

Ongoing project

#### **Owner Name:** Janet Hackney

Los Angeles World Airports  
7301 World Way West, 10<sup>th</sup> Floor  
Los Angeles, CA 90045  
424-646-7855

## *San Diego International Airport Authority, Project Management & Control Services*

### **ASLPM**



**Implementation and continuous management of SAN's rolling Capital Improvement Program \$400M** - comprising of various airport projects, requiring continuous project management, project controls, risk analysis, scheduling & cost control and document management.

#### **Location:**

San Diego, CA

**Gross Fees:** \$24 Million

#### **Scope of Work:**

- Project & Program Scheduling
- Risk Analysis on micro & macro levels.
- Document Control Services.
- Development of Reimbursable Agreements with TSA & DHS
- Cost Controls & Accounting Services.
- Claims review & negotiation.

#### **List of Consultants:**

Don Waller and Associates 10%, Marrs Corporation 14%

#### **Outcome/Results:**

Delivered the projects on schedule, within budget in a safe manner, with zero audit findings, utilizing a high functioning & collaborative team that ensured no disruption to airport operations.

#### **Owner Name:** Angela Payne

3225 N. Harbor Dr.  
San Diego, CA 92101  
(619) 400-2400

## ***Raleigh-Durham International Airport, Program and Construction Management Services***

### **Parsons**



**Program/Construction Management Services \$35 Million** - Terminal expansion, new runway, upgrades to existing taxiways, consolidated rental car center, expanded security checkpoints, FIS, and baggage handling systems, and passenger boarding bridge improvements, and TSA Advanced Surveillance Program.

#### **Location:**

Morrisville, North Carolina

**Gross Fees:** \$17.5 Million

#### **Scope of Work:**

- Implementation and oversight of the new Project Management Information System.
- Oversight of master architectural and engineering consultants.
- Stakeholder engagement
- Construction management and field inspection services and technical support for various projects and task orders.

#### **List of Consultants:**

Falcon Engineering Inc. 16.9%, BREE & Associates, Inc. 12.3 %, BNP Associates, Inc. 1.7%

#### **Outcome/Results**

Completed on time and within budget. Established protocols such as the PMIS system, and Impact Notices for upcoming project activity, have become positive results of our team's performance that are now integrated within Authority protocols.

#### **Owner Name:** Raleigh-Durham Airport Authority

1000 Trade Drive RDU Airport  
PO Box 80001  
Raleigh, North Carolina 27623-0001  
Ron Jewett, Vice President of Facility Management  
919.840.7736

## **Denver International Airport Hotel and Transit Center Program**

### **Parsons**



**The Hotel and Transit Center \$116 Million** Public transit conditioned space; Westin Hotel; terminal extension; extension APM system; new commuter rail station, landside roadway improv, and expansions, new bridges to parking garages, utility relocations and earthwork operations.

#### **Location:**

Denver, CO

**Gross Fees:** \$116 Million

#### **Scope of Work:**

- Program/Administration/Construction/OCIP management; quality assurance; safety.
- Stakeholder/Public Outreach
- Program Controls.
- Planning; programming; civil design and design management; design for sustainability, accessibility, and security.
- Master architect oversight; BIM design and construction

#### **List of Consultants:**

MWBE: HNTB Corp. 11.2%, Jviation, Inc. 7.5%, LS Gallegos & Associates, Inc. 2.5%), The Abo Group, Inc. 3.2%), and others

#### **Outcome/Results:**

Collaborated with the City and County of Denver, DEN, and the Master Architect to deliver a U.S. Green Building Council's LEED Platinum certified facility on time and budget that is not only iconic and inspiring, but also implementable within an operating airport environment.

**Owner Name:** City and County of Denver, Department of Aviation  
8500 Pena Blvd, Denver, CO 80249  
Stu Williams, Director  
(720) 840-5292

## JFK International Airport, JFK New Terminal One Redevelopment Program

### Nth Group



**Project Management Services - \$5.5 Million**  
Program management services for airside systems/projects as part of the JFK Terminal One Redevelopment project. The JFK Terminal One project is a \$9.5B private-public partnership program to replace existing terminals 1 and 2 with a new, modern 23-gate terminal, developed.

#### **Location:**

Queens, New York

**Gross Fees:** \$5.5 Million

#### **Scope of Work:**

- Developed scope, design management, and preparation of contract documents, and program governance.
- Overall responsibility for project management, compliance, monitoring, reporting progress, and risk management.

#### **List of Consultants:**

Self-Performing

#### **Outcome/Results**

Completed within budget and ahead of schedule while addressing unforeseen abatement of hazardous material discovered within terminal hold-rooms. Scope and cost creep were mitigated via value engineering of new finishes at the hold-rooms and the design of passenger boarding bridge foundations (drilled piers vs pre-cast piles).

**Owner Name:** ADB Safegate  
7101 Northland Circle, Suite 115,  
Brooklyn Park, Minnesota 55428  
Thomas Duffy  
(763) 670-6745

# **ATTACHMENTS**

**Denver International Airport**  
Integrated Project Management  
Support System (IPMSS)  
Facilities - SBE  
No. 202262932



**VI. ATTACHMENT 1, PROPOSAL FORMS****Attachment 1, Part 1 Proposal Acknowledgement Letter****City and County of Denver  
Denver International Airport**Proposer: Abadjis Systems Ltd., DBA ASLPMDate: 06/29/2022

Bill Poole, – Senior Vice President  
Airport FACILITIES - SBE Management  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated May 24, 2022, for RFP NO. 202262932, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

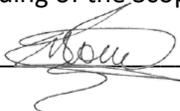
After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: One

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: \_\_\_\_\_



Type or print name: Nour Bouhou

Proposer's Business Address: 1400 16th Street, 16 Market Square, #400, Denver, CO 80202

E-mail address: nbouhou@aslpm.com

**Attachment 1, Part 2 Proposal Data Form**

**City and County of Denver  
Denver International Airport  
(Please use this form)**

Proposer Name: Abadjis Systems Ltd., dba ASLPM

Proposer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Email: nbouhou@aslpm.com

Federal Identification Number: 80-0801536

Principal in Charge (Name & Title): Nour Bouhou, Vice President

Project Manager for this RFP (Name & Title): Saad Ilyas, President

Equal Employment Opportunity Officer: Nour Bouhou

Name(s) of Professional and Public Liability Insurance Carrier(s):

TRAVELERS CASUALTY & SURETY CO OF AMERICA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: Delaware

**Is this a joint venture?**

- YES
- NO

*If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.*

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

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**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 Vice President

Print Name Nour Bouhou

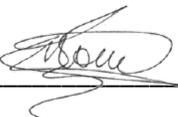
Date 06/29/2022

**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 Abadjis Systems Ltd., dba ASLPM (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 Vice- President

Print Name Nour Bouhou

Date 06/29/2022

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment 1, Part 4 Conflict of Interest**

**City and County of Denver  
Denver International Airport  
(Please use this form)**

If no conflict of interest exists in accordance with III-25, please sign affirmation statement.

The undersign affirms that Abadjis Systems Ltd., dba ASLPM (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer’s parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer.

Signature \_\_\_\_\_  \_\_\_\_\_

Title : Vice President

Print Name : Nour Bouhou

Date : June 29th 2022

If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages.

Contract No. \_\_\_\_\_ Contract Name: \_\_\_\_\_

Description of conflict: \_\_\_\_\_

\_\_\_\_\_

Proposed mitigation: \_\_\_\_\_

\_\_\_\_\_

Contract No. \_\_\_\_\_ Contract Name: \_\_\_\_\_

Description of conflict: \_\_\_\_\_

\_\_\_\_\_

Proposed mitigation: \_\_\_\_\_

\_\_\_\_\_



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. [Please check the appropriate box(es)]:***

**COMPLETE IF YOU ARE AN SBE PRIME:**

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

- The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing 30%.
- The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to \_\_\_% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): Abadjis Systems Ltd., dba ASLPM

Firm's Representative: Nour Bouhou

Title: Vice President

Signature (Firm's Representative):

A handwritten signature in black ink, appearing to read "Nour Bouhou", is written over a horizontal line.

Date: 06/29/2022

Address: 1400 16th Street, 16 Market Square, #400

City: Denver

State: CO

Zip: 80202

Phone: 619-472-8195

Email: nbouhou@aslpm.com



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. [Please check the appropriate box(es)]:***

### COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

- The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing 30%.
- The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to \_\_\_% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): Abadjis Systems Ltd., DBA ASLPM

Firm's Representative: Nour Bouhou

Title: Vice President

Signature (Firm's Representative):

A handwritten signature in black ink, appearing to read "Nour Bouhou", is written over a horizontal line.

Date: 06/29/2022

Address: 1400 16th Street, #400

City: Denver

State: CO

Zip: 80202

Phone: 619-472-8195

Email: nbouhou@aslpm.com



Name of Firm: Abadjis Systems Ltd., dba ASLPM	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Nour Bouhou	
Phone: 619-472-8195	Email: nbouhou@aslpm.com
Type of Service: Project Management & Project Engineering Support	

Name of Firm: ARUP	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Jane Goslett	
Phone: 310-429-0977	Email: jane.goslett@arup.com
Type of Service: ORAT Support Services	

Name of Firm: Ambient Energy- A Mead and Hunt Company	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Renee Azerbegi	
Phone: 720-617-0182	Email: Renee.Azerbegi@meadhunt.com
Type of Service: Commissioning Support Services	

Name of Firm: Nth Group	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Natalie Salinas	
Phone: 212-897-1840	Email: natalie.salinas@nthcg.com
Type of Service: Contract Management Services	

Name of Firm: Parsons Corporation	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Bern Seals	
Phone: 240-506-7320	Email: bern.seals@parsons.com
Type of Service: Construction Management/ Technology Support	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	
Phone:	Email:
Type of Service:	

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ABADJIS SYSTEMS, LTD.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>4190 BONITA ROAD STE 201</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>BONITA, CA 91902</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	0	-	0	8	0	1	5	3	6

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Daniel Bendel, M.D.</i>	Date ▶ 06/28/22
------------------	---	-----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Diversity and Inclusiveness\* in City Solicitations Information Request Form

Submission date: **21 June 2022, 11:50PM**  
Receipt number: **313**  
Related form version: **5**

## Page 1/2

Business Email Address	<b>silyas@aslpm.com</b>
Enter Email Address of City and County of Denver contact person facilitating this solicitation	<b>contract.procurement@flydenver.com</b>
Please provide the City Agency that is facilitating this solicitation:	<b>Denver International Airport</b>
Project Name	<b>Integrated Project Management Support Services- Facilities- SBE</b>
Solicitation No. (If Applicable)	<b>RFP No. 20226+29+32</b>
Name of Your Company	<b>Abadjis Systems Ltd., dba ASLPM</b>
What Industry is Your Business?	<b>Professional</b>
Street Address	<b>1400 16th Street, 16 Market Square, Suite 400,</b>
City	<b>Denver</b>
State	<b>CO</b>
ZIP Code	<b>80202</b>
Business Phone Number	<b>855-378-1843</b>
Business Facsimile Number	

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1. How many employees does your company employ? **11 - 50**

1A. How many of your employees are full time? **18**

1B. How many of your employees are part time? **1**

2. Do you have a Diversity and Inclusiveness Program? **No**

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

**Saad Ilyas**

Today's Date

**06/21/2022**

NOTE: Attach additional sheets or documentation as necessary for a complete response.

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,

Abadjis Systems, LTD.

is a

Corporation

formed or registered on 06/06/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221542183 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/06/2022 that have been posted, and by documents delivered to this office electronically through 06/07/2022 @ 14:26:34 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/07/2022 @ 14:26:34 in accordance with applicable law. This certificate is assigned Confirmation Number 14075469 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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# ASLPM

REQUIREMENT	INFO
Name	Saad Ilyas
Title	Project Manager IV
Education	MSc. Architecture - Environmental Design of Buildings, University of Wales, Cardiff New School of Architecture Master of Architecture, San Diego
Certifications	OSHA
Years' Experience	25
Biography	Saad is an accomplished and driven leader with over 20 years of success across the management various industries, within various public agencies. Utilizing emotional intelligence, identifying strengths of his team & leveraging experience in leading programs, utilizing enhanced stakeholder engagement services. Saad continues to be an asset for clients, working on changing and improving their culture, strategize to break free from stagnation and re-ignite growth, leading to successful program / project implementation.
Project Experience	<p><b>San Francisco International Airport – International Boarding Area-A Development Project – Program Manager</b></p> <ul style="list-style-type: none"> <li>▪ Successfully completed &amp; delivered the CMAR boarding area development project that included the demolition of existing facilities within the Interim Boarding Area B (IBAB) Project area including remediation of hazardous materials.</li> <li>▪ During construction of the IBAB project, 8 gates were fully operational, and 9 gates were operational once construction was complete.</li> <li>▪ This project was implemented in a fully operational terminal (hold-rooms and active checkpoints), with no impact to airline operations &amp; concessions operations.</li> </ul>
	<p><b>San Diego International Airport – Terminal Enhancement Program – Project Manager</b></p> <ul style="list-style-type: none"> <li>▪ Successfully managed &amp; delivered an extensive list of diverse project types as part of the Terminal Enhancement Program from Planning through Construction until close-out:</li> <li>▪ Federal Inspection Services (FIS) Facilities located in Terminal 2East</li> <li>▪ Terminal 2 East Improvements and modifications.</li> <li>▪ Replacement of Baggage Screening at all terminals.</li> <li>▪ Reconfiguration of security checkpoints in all terminals.</li> <li>▪ Development of Gates 1 and 2, to increase hold-room &amp; gate capacity, including the installation of a ground loading bridges, new restrooms and concessions spaces</li> <li>▪ Development of a Central Distribution and Receiving Facility-the first P3 contract implemented at San Diego International Airport.</li> </ul>

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REQUIREMENT	INFO
Name	Pedro Martell
Title	Project Manager III
Education	B.S in Architecture, The University of Texas at San Antonio
Certifications	PROCURE Architect Certified
Years' Experience	16
Biography	Pedro is collaborative, energetic, initiative-taking, and goal-oriented architect with high level of experience in working closely with Project Managers, Engineers, and Consultants team members to provide support on planning and project execution. Equipped with the ability to meet often tight deadlines while maintaining strict quality standards. Specialize in multitasking and efficiently allocating resources as well as finding the best method to complete exceptional projects. A multi-skilled professional with good all-round Functional and Technical expertise in Computer Software implementation process.
Project Experience	<p><b>San Francisco International Airport – Design Build Team for the Wayfinding Enhancement Program</b> - Assistant Project Manager to the Design Build Team responsible for the Wayfinding Enhancement Program.</p> <ul style="list-style-type: none"> <li>Implement Airport-wide improvements and recommendations identified to directly enhance the guest experience and to make the guest experience superior at the SFO airport.</li> <li>Review and study project documents including estimates, design drawings, specifications, vendor proposal and contracts. Create and review RFI's, Submittals, CO's, PO's and Transmittals.</li> <li>Write and distribute bid packages which clearly define the scope and general provisions. Manage Project Controls - cash flows, schedules, procurement plan.</li> <li>Negotiate contracts and subcontracts. Ensure procurement is occurring in accordance with the overall schedule. Manages the project's Documents.</li> </ul>
	<p><b>UC Berkeley – Residential and Commercial Remodeling</b> - Project Manager</p> <ul style="list-style-type: none"> <li>Assisted in the planning, coordination, and direction for activities on projects to ensure they are on time, with in the budget, on schedule and with outstanding project performance to ensure the requirements for the contract.</li> <li>Ensured positive long-term relations with clients and the whole team. Participated in the design process providing budget schedule and constructability input.</li> <li>Engaged and directed consultants and architects as needed to complete projects.</li> <li>Administered project close-out activities including acceptance and completion.</li> <li>Managed relationships and interface daily with engineers, contractors, architects, and colleagues on a variety of projects.</li> </ul>
	<p><b>Logistik Industrial Park</b> - Construction Project Administrator</p> <ul style="list-style-type: none"> <li>Oversaw engineering and construction tasks required to deliver services to Logistik Park business customers.</li> <li>Directed activities related to project contract administration including drawings, field observations, reports, change orders and pay requests.</li> <li>Improved Construction Administration process with emphasis on efficiency, quality assurance and rapid project close-out.</li> <li>Administered and responsible for project budgets and schedules.</li> <li>Coordinated with consultants to ensure project completion in compliance with contract documents and code requirements.</li> <li>Procured additional resources when necessary to meet project deadlines.</li> <li>Implemented software solution to deliver information to other areas of the company, as well as clients and owners.</li> </ul>

## ASLPM

REQUIREMENT	INFO
Name	Andy Klobucnik
Title	Project Manager IV
Education	Associates Degree in HVAC, UTI Arizona
Certifications	LEED GA Accredited; OSHA 30; SWEPP; PM10 Card Holder
Years' Experience	25
Biography	Andy has 25 years of experience managing MEP projects in public, government, and private organizations. Andy's success across the management of civil engineering, transportation, and aviation industries. Leveraging extensive experience in leading MEP projects as part of the program management team and implementation of municipal infrastructure and airport capital improvement projects. Andy is an asset to clients working closely with multiple disciplines and owners leading to successful project implementation.
Project Experience	<p><b>Sea-Tac International Arrivals Facility - \$800 Million - Project Management Support Services for Sea-Tac International Airport providing quality control support services - Senior Quality Control Manager</b></p> <ul style="list-style-type: none"> <li>Conducted all preparatory meetings for each definable features of work. Well over 200 preparatory meetings were completed to thoroughly go over each definable features of work including the requirements of the three-phase process of the Construction Quality Management Plan.</li> <li>Ensured all deviations were promptly documented and address.</li> <li>Issued non compliances when deemed necessary.</li> <li>Attended weekly owner, architect meetings and provided weekly update.</li> <li>Oversaw all inspections on the project to ensure all inspections were accurately scheduled and performed</li> <li>Documented inspection issues and followed through to make sure issues were resolved.</li> <li>Inspected and verified all new materials brought onto the jobsite were approved submittals.</li> <li>Managed the mockup log and reviewed all in place mockups for compliance before inviting Architect and owner.</li> <li>Reviewed as-builts for each trade on a weekly basis.</li> <li>Worked closely with the Airport Building Department daily and addressed issues and followed through to make issues were resolved.</li> </ul>
	<p><b>San Diego International Airport Authority - Rental Car Center \$315M, 2M SQFT - MEP Project Manager</b></p> <ul style="list-style-type: none"> <li>Reviewed of all HVAC, Plumbing, Fire Sprinkler systems including pre- action/ FM 200 systems, car wash systems, vacuum systems, and fueling systems.</li> <li>Monitored installations daily and report deficiencies to the Airport Authority QA/QC Manager.</li> <li>Thoroughly reviewed change order work, RFIs, plans, and specifications.</li> <li>Monthly review of pay applications for conformance.</li> <li>Oversaw commissioning of the project and completion of punch list.</li> </ul>
	<p><b>San Diego International Airport Authority - San Diego Airport Green Build - \$460M – 3 Year Project – Lead MEP</b></p> <ul style="list-style-type: none"> <li>T2W San Diego Airport Expansion that included the New Terminal HVAC systems, Central Utility Plant large equipment upgrades, electrical, plumbing, generator, ATS, fire protection (inclusive of pre-action, FM-200 &amp; fire alarm), server/IT spaces, and systems to support baggage handling and special systems.</li> <li>This complex phased project managed by a Joint Venture (Turner/PCL/Flatiron) and will earn a LEED Gold certification.</li> </ul>

# ASLPM

REQUIREMENT	INFO
Name	Shamlal Thachileri
Title	Project Manager II
Education	Masters – Electrical Engineering Texas A & M University Kingsville BE – Aeronautical Engineering PSN College of Engineering ANNA University Diploma – Electric ARC Welding
Certifications	
Years' Experience	25
Biography	Shamlal is a professional project engineer who facilitated two major airport construction projects with budgets over \$5B, on time. Shamlal's experience in installation, testing, commissioning, and activation of MEP systems. Shamlal is an enthusiastic professional with the ability to manage construction phases of large, high-impact projects through their entire life cycles including plan and shop drawing review, schedule control, and construction management.
Project Experience	<p><b>San Francisco International Airport Development Project - Project Engineer</b></p> <ul style="list-style-type: none"> <li>Coordinate all phases of projects from design, scope development and review, specifications review, systems installation through final start-up, acceptance, trials, operation &amp; maintenance training, project handover documentation, post-occupancy monitoring and 10 months warranty walk.</li> <li>Prepare and maintain records of site observations, activation checklists, testing processes, integrated system testing &amp; trial scripts.</li> <li>Develop and review of testing procedures and acceptance criteria.</li> <li>Risk management and action plans to mitigate risk.</li> <li>Coordinate stakeholders' early engagement to ensuring a smooth transition.</li> <li>Facilitate the collaboration of stakeholders, contractors, PMSS, and other subject matter experts to define scope and operations, procedures, and testing methods.</li> <li>Support testing, commissioning, and activation of building systems.</li> <li>Witness unit testing, functional performance testing, and integration testing.</li> <li>Facilitate training to operators and users of the system.</li> <li>Prepare activation maps for stakeholders.</li> <li>Interface with multiple projects teams to provide guidance on commissioning.</li> <li>Track system issues and work closely with project teams to achieve resolution.</li> <li>Assist SFO BIM team, project teams and SCx with required integration efforts.</li> <li>Assist the project team with closeout of the project.</li> </ul> <p><b>KAIA Airport Development Project Phase 1 - Project Management Support Services - Site Engineer</b></p> <ul style="list-style-type: none"> <li>Assisted the Project Manager ensuring the project completed on time, within budget by complying with specifications &amp; standards.</li> <li>Planning, Scheduling &amp; Co-ordination of work – Conducting, Ducting, Cable pulling (CAT 5e &amp; CAT 7, Co-axial, Fiber), cable labeling and termination (TIA/EIA 568A &amp; B) and systems installation per approved drawings.</li> <li>Inspection of work- Inspect the work and raise Site Instruction and NCRs to the subcontractor for the non-conformance of the work with Project specification and standards such as BICSI, IEEE, ISO, TIA/EIA, NFPA, ANSI, ASHRAE etc.</li> <li>Integrated system testing- Direct digital control &amp; Intelligent Integration Building systems. Protocols used: BACnet &amp; Modbus.</li> <li>Testing &amp; commissioning of systems – Testing of continuity, attenuation, crosstalk of CAT cable using Fluke DXT 1200 and Fiber cables using OTDR. fire alarm, compartmentation, fire protection systems and Flight Information Displays &amp; AVDGS.</li> </ul>

# Parsons Corporation

REQUIREMENT	INFO
Name	Dale Christensen, LEED AP
Title	Senior Construction Manager
Education	University of North Dakota, 1981, Bachelor of Science - Geology
Certifications	Professional Geologist, Number: PG001007, Georgia, September 1993 Parsons Project Management Certification, 2013 LEED AP Building Design + Construction (LEED AP BD+C), US Green Build Council, Denver, CO, 2009
Years Experience	29 Years, including 22 Years with Parsons in Denver
Biography	Dale Christensen is a senior project manager with 25 years of experience in project and construction management, including more than 17 years supporting the US Postal Service. Major client experience includes project/construction management for the US Postal Service, the City and County of Denver, the US Army Corps of Engineers, the US Air Force Center for Environmental Excellence, and various large commercial and municipal clients.
Project Experience	<p><b>US Postal Service (USPS), Program Management Services Contract, US-Nationwide-\$252M</b></p> <ul style="list-style-type: none"> <li>Parsons serves as a program management services prime contractor, providing the full spectrum of facilities-related services to USPS's portfolio of more than 38,000 properties in all 50 states and several US territories. The primary services include project and program management, design, construction, and construction management. Specialty services include accessibility compliance, security upgrades, and retail program support.</li> <li>Western Regional Project Manager from 05/2012 to Present.</li> <li>He is currently overseeing up to 25 construction managers, engineers, and site inspectors performing a wide range of capital improvement and repair and alteration projects in the Western U.S.. He implements new programs as USPS focusing on new initiatives and emerging priorities.</li> </ul>
	<p><b>US Postal Service (USPS), Program Management Services Contract-Parking Structure Restoration Program, Western Region- \$30M per Year</b></p> <ul style="list-style-type: none"> <li>Implemented initial program to assess conditions and prioritize potential repairs to more than 100 USPS parking structures with restoration projects ranging from \$500K to \$5M.</li> <li>Program Manager from 04/2016 to Present.</li> <li>Collaborate with a diverse team of engineers to develop designs and prepare construction drawings and specifications for urgent structural repairs to high priority parking structures. Provide solicitation support to help USPS obtain competitive bids for the restoration projects. Provide CM Services for the restoration project of the USPS Headquarters parking garage.</li> </ul>
	<p><b>US Postal Service (USPS), Program Management Services Contract- Leased Space Accessibility Program (LSAP), Western Region-\$10M per Year</b></p> <ul style="list-style-type: none"> <li>Capital improvement projects at 6,800 facilities in the Western Region to improve accessibility and bring USPS-leased facilities into compliance with the federal Architectural Barriers Act (ABA).</li> <li>USPS Owner's Representative for Leased Space Accessibility Program (LSAP) from 2005 to 2011</li> <li>Acted as the Owner's Agent as a USPS contract employee embedded in the Postal Service's Western Facilities Service Office in Denver. Reviewed assessment reports, scopes of work for construction, prepared government cost estimates, solicited and reviewed contractor proposals, and final project reports for each project to ensure compliance with ABA.</li> </ul>
	<p><b>City and County of Denver, Redevelopment of the Former Stapleton International Airport, Denver, CO - \$70M</b></p> <ul style="list-style-type: none"> <li>Lump-sum services to remediate sites throughout the airport that were contaminated with jet fuel, gasoline, solvents, and de-icing agents.</li> <li>Site Manager/Project Manager from 2000 to 2005.</li> <li>Obtained first No-Further-Action (NFA) designation for the Stapleton Remediation Project from the Colorado Department of Public Health and Environment (CDPHE), Colorado Department of Labor and Employment (CDLE), and the Office of Public Safety, one year ahead of schedule.</li> </ul>

# Parsons Corporation

REQUIREMENT	INFO
Name	Michael Galbraith, PE
Title	Senior Construction Manager
Education	New Jersey Institute of Technology, New Jersey, Master of Science, Civil Engineering, 1999 Rutgers, New Jersey, Bachelor of Science, Environmental Science, 1994
Certifications	Professional Engineer-Colorado PE.0044752
Years Experience	27 Years, including 19 Years with Parsons in Denver
Biography	Michael Galbraith is a civil engineer with progressive experience in engineering, facilities design, construction management, and program management. He has supported over 60 federal projects for the General Services Administration Special Programs Division (GSA SPD) for the last 12 years, primarily overseeing and directing construction management services for projects .
Project Experience	<p><b>General Services Administration (GSA), Special Programs Division (SPD), Program Construction Management Blanket Purchase Agreement (BPA), Nationwide-\$200M</b></p> <ul style="list-style-type: none"> <li>Program management (PM) and construction management (CM) services to support federal customers, including US Customs and Border Protection (CBP), Citizenship and Immigration Services (CIS), Census Bureau, Food and Drug Administration (FDA), and Veteran’s Affairs (VA).</li> <li>Program Manager that has overseen over 100 task orders from 2020 to Present.</li> </ul>
	<p><b>General Services Administration (GSA), Special Programs Division (SPD), Nationwide-\$100M</b></p> <ul style="list-style-type: none"> <li>PM/CM services including construction of new and renovated office space, laboratories, data centers, and technology improvements at US land ports of entry (LPOE).</li> <li>Deputy Program Manager that had overseen 10 task orders for planning, environmental services, budget &amp; schedule management, design review &amp; management, cost estimating, scope development, construction inspection, commissioning, and technical review &amp; analysis from 2017 to 2020.</li> </ul>
	<p><b>General Services Administration (GSA), Special Programs Division (SPD), Nationwide-\$35M</b></p> <ul style="list-style-type: none"> <li>CM services for new LED signage program at multiple LPOEs.</li> <li>Project Manager for procurement of A-E services, design reviews, bid package development and technical review of bids, program schedule management, budget control, overall construction administration, construction inspection, commissioning, and change order management from 2009 to 2016.</li> </ul>
	<p><b>FMC Westvaco, Wyoming Chemical Plant Demolition</b></p> <ul style="list-style-type: none"> <li>Managed demolition of an inactive chemical plant involving removal of asbestos and other regulated wastes, recovery of assets, and demolition of several multi-story steel structures within an active mining facility.</li> <li>Project manager that developed a scope of work for all features of work, pre-qualified demolition contractors, developed an engineering bid package and cost estimate, performed a technical analysis of the bids, and procured a Demolition and Mechanical Contractor from 2012 to 2013.</li> </ul>

# Parsons Corporation

REQUIREMENT	INFO
Name	Brian Angell, PE
Title	Construction Manager
Education	Colorado School of Mines, Golden Colorado, 1997 – Bachelor of Science Chemical Engineering
Certifications	Professional Engineer-Colorado PE.0043169 Parsons Project Management Certification, 2018
Years Experience	25 Years, including 17 Years with Parsons in Denver
Biography	Brian Angell is a construction manager with 17 years of experience in project and construction management for US Government projects, including the US Postal Service (USPS) since 2005. Previous experience included soil and groundwater remediation systems. He has extensive knowledge of chemical, mechanical, electrical, and nuclear engineering, including boilers, HVAC, and elevator systems. Brian is a U.S. Navy veteran that operated, maintained, and calibrated electrical systems associated with nuclear power plant and submarines in Pearl Harbor, Hawaii.
Project Experience	<p><b>US Postal Service (USPS), Program Management Services Contract, US-Nationwide-\$252M</b></p> <ul style="list-style-type: none"> <li>Parsons serves as a program management services prime contractor, providing the full spectrum of facilities-related services to USPS's portfolio of more than 38,000 properties in all 50 states and several US territories. The primary services include project and program management, design, construction, and construction management. Specialty services include accessibility compliance, security upgrades, and retail program support. Parsons oversees all phases of project including planning, design, construction, and post-occupancy closeout.</li> <li>Construction manager for approximately 125 USPS task orders that involved the development of contract statements of work, cost estimating, budget development and management, work scheduling, production control, schedule development and tracking, review of RFPs and project plans/specifications, and onsite review of construction from 2005 to Present.</li> <li>Task orders included boiler replacements, HVAC replacements, security enhancements, and elevator modernization projects for USPS facilities. All tasks were completed on time and on budget.</li> </ul>
	<p><b>General Services Administration (GSA), Special Programs Division (SPD), Nationwide-\$20M</b></p> <ul style="list-style-type: none"> <li>Construction management services to support federal customers, including the National Park Service.</li> <li>Construction manager for multiple task orders at National Parks across the U.S. that included providing estimating and cost control, scheduling control, onsite oversight of demolition and abatement work, contractor oversight, contractor performance evaluations, and weekly reports on the construction process from 2016 to 2019.</li> </ul>
	<p><b>City and County of Denver, Environmental Soil and Groundwater Remediation at Various Sites</b></p> <ul style="list-style-type: none"> <li>Various projects across the City and County of Denver ranging from simple remediation sites to those with complicated RCRA compliance issues.</li> <li>Environmental Engineer with Pinyon Environmental Engineering Resources, Inc. that was responsible for remediation systems and air and groundwater discharge permitting and compliance from 1997 to 2000..</li> </ul>

# Nth Group Consulting

REQUIREMENT	INFO
Name	Maria Castro Moretti
Title	Contract Manager II
Education	BA in Political Science from the University of New Orleans, and an MBA from the Florida Institute of Technology
Certifications	Certification in Government Contract Management from UCLA.
Years' Experience	30
Biography	<p>Maria has held various leadership positions for companies including VACCO Industries, Parsons Corporation, Science Applications International Corporation, DynMcDermott Petroleum Operations, Boeing, and Martin Marietta Aerospace now Lockheed Martin. Her experience spans a broad range of industries including the Department of Defense, Department of Energy, Aerospace, and commercial and international sectors. Maria's primary areas of expertise are risk management and contract negotiations. She has built up contracts/subcontracts divisions from the ground up establishing policies and procedure and rules of engagement for newly organized teams. Team building and effective techniques in establishing a cohesive team are at the center of her core values. Throughout her career Maria has been an advocate for small businesses including woman owned and minority owned businesses. She was recognized by the Department of Energy, Secretary of Energy, for implementation of the Department's first mentor protégé program. In addition, Maria believes strongly in mentoring students and those new to the contract's profession. She has been a speaker at Troy University and Cal Poly Pomona as well as at National Contract Management Association (NCMA) conferences, the Lafayette Economic Development Council, and the Gulf South Purchasing Council. She served as National Director for NCMA and as a Member of the Board of Directors for the Gulf South Purchasing Council, Inc. Maria has been the Director of Contracts for N<sup>th</sup> Consulting Group since 2020.</p>
Project Experience	<p><b>U.S. Army, Training Support Services – Value \$123M</b></p> <ul style="list-style-type: none"> <li>▪ Provided technical guidance to assigned personnel and ensured proficiency and timeliness of contract administration.</li> <li>▪ Knowledgeable in Federal Acquisition Regulations (FAR).</li> </ul>
	<p><b>United States Marine Corps, Military Operations in Urban Terrain Contract – Value \$1B</b></p> <ul style="list-style-type: none"> <li>▪ Collaborated with Division and project management to ensure proper support in proposal preparation, as well as contract negotiations and administration.</li> <li>▪ Reviewed requests for proposals to identify risks and contractual terms not conforming to Company policy.</li> <li>▪ Negotiated the more difficult, complex, or sensitive issues with clients.</li> <li>▪ Assisted with programming and development of a new contract management system.</li> </ul>
	<p><b>Department of Energy Strategic Petroleum Reserve – Value \$1.2B</b></p> <ul style="list-style-type: none"> <li>▪ Managed the Cost-Plus Award Fee/Incentive Fee performance-based prime contract with the Department of Energy (DOE) valued at \$1.2 billion covering approximately 1,000 employees.</li> <li>▪ Granted unlimited dollar signature authority for the company.</li> <li>▪ Served as the official company liaison between DynMcDermott Petroleum Operations Company and DOE.</li> <li>▪ Knowledgeable in Federal Acquisition Regulations (FAR) and Department of Energy (DEAR).</li> <li>▪ Named as the Boeing Petroleum Services Hispanic Program Representative.</li> </ul>



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