

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 **MERCHANT AVIATION LLC**, a New Jersey limited liability company authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WITNESSETH:

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

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

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

WHEREAS, Consultant’s proposal was selected for award of the DEN On-Call Airport Planning Services (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 Planning & Design 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-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 **One Million Dollars and Zero Cents (\$1,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

C. Payment Source. For payments required under this Agreement, the City shall

make payments to Consultant solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

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

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

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

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

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

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is fifteen percent (15%). Consultant shall comply with the Utilization Plan attached as ***Exhibit F*** (“**Utilization Plan**”) and as it may be modified in the future by the Division of Small Business Opportunity (“**DSBO**”) during performance of this Agreement.

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 Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

7. INSURANCE REQUIREMENTS:

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

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

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

D. In no event shall the City be liable for any of the following: (i) business interruption

or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

9. DISPUTES:

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

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

10. GENERAL TERMS AND CONDITIONS:

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

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

C. Compliance with all Laws and Regulations.

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Consultant to:

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

And by the City to:

Attn: Joel Couillandean
Merchant Aviation LLC
382 Springfield Ave STE 411
Summit, New Jersey 07901

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 Director 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 Director 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.

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: Utilization 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 F
- Exhibit D
- Exhibit E
- 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:
Contractor Name:

PLANE-202266041-[[This Amendment Number]]
MERCHANT AVIATION LLC

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202266041-[[This Amendment Number]]
MERCHANT AVIATION LLC

By:  979B35DF5BAB433...

Name: Joel Couillandean
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix

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

Contractor shall provide on-call airport planning services pursuant to the terms and conditions of this Agreement and related Task Orders. Each Task Order related to this Project shall contain a scope of work that will dictate the specific airport planning services to be provided at that time. Contractor shall perform professional consulting services related to airport, aviation, and transportation planning as requested by the Project Manager and approved by separate Task Order(s). The Scope of Work for this Project includes, but is not limited to:

Planning Studies and Documentation

To include, but not be limited to:

- Master Planning
- Preparation of forecasts of aviation demand and related derivative projections
- Development Planning
- Collection of data, including surveys, LiDAR scanning and downloads from existing sources
- Assessments of processing rates and comparisons of facility demands and capacities
- Determination of future facility requirements
- Formulation and evaluation of development alternatives including changes in policies and procedures and business and safety risk assessments
- Preparation of Airport Layout Plan drawing sets and narratives and other facility layout plans
- Estimation and assessment of costs, financial feasibility including benefit - cost analyses and financial implementation planning
- Development and financial phasing
- Development and assessment of land use plans, zoning and on- and off-airport property including height restrictions
- Airfield capacity studies
- Airfield security access evaluation
- Terminal related studies
- Roadway, traffic and transit analyses, concepts, and plans
- Vehicular parking and transit-oriented land uses.
- Tech memos, reports, drawings, presentations, and documentation of work products

Types of facilities studied that include, but are not limited to:

- Site selection
- Runways, taxiways, aprons, deicing pads
- Terminals and concourses including passenger and baggage flow, security check point, CBP/FIS and AGTS (passenger train)
- Roadways and transit systems
- Public and employee parking including fee structures

- Rental cars
- Airport and airline maintenance
- Cargo
- FBO
- Aircraft fuel and fuel farm capacity/distribution
- Other support and ancillary tenant concessions and facilities

Assistance in Other Airport Planning Work

Support for work by Airport staff or other consultants and contractors including, but not limited to:

- Traffic studies
- Facility design reviews
- Airspace and ATC procedures
- Marking and signing of airfield and aircraft gate and parking areas
- Aircraft gate use assessments and development of plans
- Safety risk management
- Geographic Information System and data uploads to FAA AGIS system
- Simulation modeling of airfield, aircraft gates, terminal and roadway activities
- Airport zoning
- Simulation/Modeling capabilities

Coordination and Outreach

Organize, attend, and provide materials and presentations at meetings or other outreach as may be requested to:

- Federal Aviation Administration and other Federal agencies
- Colorado Department of Transportation and other state agencies
- Denver Regional Council of Governments and other regional agencies
- City and County of Denver (CCD) and its Department of Transportation and Infrastructure and other CCD departments and agencies
- Major airport stakeholders such as airlines and existing and prospective tenants
- Local County and municipal governments
- General public and elected officials
- Other entities and stakeholders as required.

Selected consultant will be responsible to comply with DEN's standards, policies, and procedures.



Exhibit B

Denver International Airport

Planning and Design

Professional Services Agreements

Core Staff Rates

Contract Name: On-Call Airport Planning Services

Contract Number: 202266041



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	Merchant Aviation LLC
DEN Contract Number	202266041
DEN Contract Name	On-Call Airport Planning Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	15%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal % (estimated)
1	Merchant Aviation, LLC	Prime	
2	Argus Consulting, Inc.	Sub-Contractor	
3	Communication Infrastructure Group	Sub-Contractor	3%
4	HG Consult Inc.	Sub-Contractor	9%
5	Jaedicke Consulting LLC	Sub-Contractor	
6	Jviation, a Woolpert Company	Sub-Contractor	
7	TransSolutions	Sub-Contractor	3%
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		
15	Enter Company Name		
16	Enter Company Name		
17	Enter Company Name		
18	Enter Company Name		
19	Enter Company Name		
20	Enter Company Name		
21	Enter Company Name		

22 Enter Company Name



EXHIBIT B

Prime Consultant	Merchant Aviation LLC
DEN Contract Number	202266041
DEN Contract Name	On-Call Airport Planning Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	15%

Core Staff Rates

	Company Name	Prime / Sub-Constructor	Name	Position	Experience	Fully Burdened Rate
1	Merchant Aviation, LLC	Prime	Joel Couillandeu	Project Manager Functional IV	Level 5, Managerial	\$ 305.00
2	Merchant Aviation, LLC	Prime	Ahmed Souza	Project Manager Functional IV	Level 5, Managerial	\$ 230.00
3	Merchant Aviation, LLC	Prime	Pawel R. Mankowski	Project Manager Functional IV	Level 5, Managerial	\$ 210.00
4	Merchant Aviation, LLC	Prime	Kiran Merchant	Project Manager Functional IV	Level 5, Managerial	\$ 365.00
5	Merchant Aviation, LLC	Prime	Raymond Quesada	Project Controls Manager II	Level 5, Managerial	\$ 240.00
6	Merchant Aviation, LLC	Prime	Bryon H. Rakoff	Project Manager Functional IV	Level 5, Managerial	\$ 240.00
7	Merchant Aviation, LLC	Prime	Paul Fernandez	Architect VIII	Level 5, Managerial	\$ 240.00
8	Merchant Aviation, LLC	Prime	Renaud Boidin	Project Manager Functional IV	Level 5, Managerial	\$ 220.00
9	Merchant Aviation, LLC	Prime	Javier Gonzalez	Project Manager Functional IV	Level 5, Managerial	\$ 240.00
10	Merchant Aviation, LLC	Prime	Manuel Moreno Lagos	Project Controls Manager II	Level 5, Managerial	\$ 200.00
11	Merchant Aviation, LLC	Prime	Michael Glaser	Engineer IX	Level 5, Managerial	\$ 240.00
12	Merchant Aviation, LLC	Prime	Edmond J. Harrison	Project Manager Functional II	Level 5, Managerial	\$ 240.00
13	Merchant Aviation, LLC	Prime	Alban Negret	Scientist 5	Level 4, Supervisory	\$ 240.00
14	Merchant Aviation, LLC	Prime	Eugene Leung	Architect VII	Level 4, Supervisory	\$ 180.00
15	Merchant Aviation, LLC	Prime	Aude Ferrand	Project Manager Functional III	Level 5, Managerial	\$ 240.00
16	Merchant Aviation, LLC	Prime	Joyce Aboumoussa	Architect VII	Level 3, Full Experience	\$ 210.00
17	Merchant Aviation, LLC	Prime	Fabrice Quemeneur	Architect VII	Level 4, Supervisory	\$ 190.00
18	Merchant Aviation, LLC	Prime	Daniel Castagnet	Engineer Technican IV	Level 5, Managerial	\$ 240.00
19	Merchant Aviation, LLC	Prime	Nguyen Khoa Ho	Architect VII	Level 5, Managerial	\$ 190.00
20	Merchant Aviation, LLC	Prime	Thimotee Berger	Architect VIII	Level 5, Managerial	\$ 220.00
21	Merchant Aviation, LLC	Prime	Peijou Shih	Architect II	Level 2, Developmental	\$ 120.00
22	Argus Consulting, Inc.	Sub-Contractor	Steve Conway	Engineer VII	Level 5, Managerial	\$ 219.00
23	Argus Consulting, Inc.	Sub-Contractor	Seth Newbold	Engineer IV	Level 4, Supervisory	\$ 181.00
24	Argus Consulting, Inc.	Sub-Contractor	Jorge Alfaro	Engineer V	Level 5, Managerial	\$ 194.00
25	Argus Consulting, Inc.	Sub-Contractor	Nate Spilker	Engineer VI	Level 5, Managerial	\$ 219.00
26	Argus Consulting, Inc.	Sub-Contractor	Jeremy Dieckhoff	Engineer VI	Level 5, Managerial	\$ 254.00
27	Argus Consulting, Inc.	Sub-Contractor	Dan Frank	Engineer VII	Level 5, Managerial	\$ 281.00
28	Communication Infrastructure Group	Sub-Contractor	Julie Skeen	Project Manager	Level 5, Managerial	\$ 190.00
29	HG Consult Inc.	Sub-Contractor	Stephen Fussnecker	Engineer IV	Level 5, Managerial	\$ 222.13
30	HG Consult Inc.	Sub-Contractor	Eric Reinkemeyer	Engineer VI	Level 5, Managerial	\$ 243.08
31	HG Consult Inc.	Sub-Contractor	Jerry Mugg	Engineer IX	Level 5, Managerial	\$ 305.16
32	HG Consult Inc.	Sub-Contractor	Nate Will	Engineer VI	Level 5, Managerial	\$ 243.08
33	Jaedicke Consulting LLC	Sub-Contractor	Elizabeth Jaedicke	Project Controls Manager II	Level 5, Managerial	\$ 215.00
34	Jviation, a Woolpert Company	Sub-Contractor	Ben Gonzales	Estimating Manager Civil	Level 5, Managerial	\$ 290.00
35	Jviation, a Woolpert Company	Sub-Contractor	Greg Dyer	Project Manager Functional IV	Level 5, Managerial	\$ 275.00
36	TransSolutions	Sub-Contractor	Gloria Bender	Project Manager Functional IV	Level 5, Managerial	\$ 309.30
37	TransSolutions	Sub-Contractor	Erich Deines	Engineer V	Level 5, Managerial	\$ 233.98
38	TransSolutions	Sub-Contractor	Tanuj Babele	Engineer IV	Level 3, Full Experience	\$ 150.45
39	TransSolutions	Sub-Contractor	Srikanth Manukonda	Engineer III	Level 2, Developmental	\$ 145.20



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.
	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
Interior Design	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, electrotope, and tellurometer.
	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.
	Interior Designer VII			Degree in Interior Design with minimum 12 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.
	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.
Landscaping	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.
Specialist Services	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.
	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

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.

2. Business Automobile Liability

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

If 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 verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance 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. Part 230 applies to Contractor and its subcontractors of any tier.



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



PLANNING AND DESIGN

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport consists of airside, terminal and concourse complex, landside, supporting and other facilities.

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains airport planning on-call professional consulting services contracts to provide various airport planning, engineering, architectural, cost estimating and other services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include planning of various airport facilities and systems, modifications and additions to existing airport facilities and systems. Conducting these planning and design services may include but are not limited to airport master planning, airport layout plans, aviation forecasting, site selection, conceptual layouts and airport facilities programming, benefit and cost analysis, various airside, terminal and landside planning studies, transportation planning including parking, rental car and transit studies; providing preliminary conceptual designs; developing and maintaining planning documents, plans, specifications; preparing cost estimates.
- 1.2.2 Should a Task Order scope of work require a specialty subconsultant that is not currently represented on the Consultant's team, the Consultant shall request to add that specialty subconsultant as part of the team for that specific Task Order scope of work, and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates for approval.
- 1.2.3 The term "Task Order" and/or "Project" when it is used in this Agreement means all work associated with the proposal preparation, preparation of planning and design documents, plans, specifications, reports, analysis, estimates, and planning and design administration for any and all professional planning and design services as requested by the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant shall provide professional services for specific task order scopes of work in accordance to the executed Task Order. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Task Order Agreement and the most current DEN Standards; all applicable local, State and Federal codes, standards and regulations; and Airport Rules and Regulations.



PLANNING AND DESIGN

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The designated DEN representative will issue to the Consultant a Task Order Request for Proposal (RFP) for each project specific Task Order. Unless otherwise noted in the Task Order RFP, The Consultant shall prepare and submit a fee proposal with the preliminary task schedule within 14 days of receipt of the Task Order RFP. The Consultant shall note that the issuance of Task Order RFP may not guarantee an executed Task Order. Under DEN On-Call Contract Usage Policy, DEN may issue Task Order RFP to multiple Consultants for competitive proposals. In that case, the Consultants will be made aware of the proposal requirements and processes.
- 2.2.2 At a minimum, the Consultant's fee proposal shall include the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scopes of work performed by all subconsultants.
 - 2.2.2.2 A fee proposal broken down by personnel pay classifications, proposed hourly billing rates, schedule, and total hours proposed to complete the Task Order scope of work.
 - 2.2.2.3 A schedule identifying all phases, deliverables, durations as required for DEN planning and approval(s).
 - 2.2.2.4 Identification of the total Task Order Not to Exceed (NTE) amount.

2.3 TASK ORDER

- 2.3.1 For each Task Order scope of work issued, DEN will review the Consultant's proposal for approval and task execution. No work shall be commenced by the Consultant without having received a fully executed On-Call Task Order Authorization. In the event of approval of the Consultant's fees and schedule through an executed Task Order, the Consultant shall perform such work within the time and fee agreed.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO TASK ORDER

- 2.4.1 The Consultant shall assign a lead project manager to each executed Task Order who has the task applicable experience and knowledge. The Consultant team must consist of airport planning and other professionals as required based on the Task Order scope of work. The lead project manager will be the point of contact for the designated DEN representative. In some cases, the Task Order lead Project Manager is the key personnel assigned to the Agreement.



PLANNING AND DESIGN

2.4.2 In cases that the Consultant chooses to assign a principal, associate principal or other individual that is at a higher hourly billing rate as lead project manager, 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 approved project manager hourly billing rate. The Consultant and/or the subconsultant will not be compensated for any work deemed by DEN out of scope of the approved Task Order. 2.4.3 The Consultant may submit, and DEN will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of DEN. Reassignment will be subject to the approval of the SVP of Planning & Design or the designated DEN representative. Any personnel replacement must have similar or equal experience and qualifications to that of the personnel to be replaced and approval shall be at DEN's discretion as further provided in the contract.

2.5 DILIGENCE

- 2.5.1 The Consultant shall perform services as defined in the executed Task Order scope of work in a timely manner and as directed by the designated DEN representative.
- 2.5.2 The Consultant and Subconsultant, internally, shall QA/QC all work submitted to DEN in accordance to approved Consultant's QA/QC strategy and plan. It is the lead project manager's responsibility to ensure that all QA/QC activities were performed prior to submitting work to DEN.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 DEN Supplied Documents: Where available, DEN will make available to the Consultant the existing record documents related to the specific Task Order scope of work. The record documents may include the following:
 - 3.1.1.1 Past facility studies, reports, assessment, and presentations,
 - 3.1.1.2 Electronic files of Construction Record Drawings and Specifications,
 - 3.1.1.3 Available BIM models for the areas of work.
- 3.1.2 Information Gathering: The Consultant shall include in its fee proposal for each Task Order, the applicable cost to evaluate existing field conditions and to gather facility record information through DEN Asset Management. Such evaluation may include, but not be limited to, reviewing of hard copy and/or electronic project records documents, site investigations, etc. The DEN electronic documents are not necessarily representative of true as-builts conditions in the field. The Consultant's Task Order fee proposals shall also include field verification of existing conditions related to architectural, structural, mechanical, electrical and other systems.

3.2 AIRPORT SECURITY REQUIREMENTS



PLANNING AND DESIGN

- 3.2.1 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 Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

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 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.
- 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.

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 On-Call Planning Services Authorization. The Consultant and Subconsultant 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 and Subconsultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

5.2 ADDITIONAL SERVICES

- 5.2.1 DEN's Project Manager may request changes to the scope of work. Within 14 days upon receipt of the request for additional services or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a fee proposal that includes the following:
 - 5.2.1.1 A narrative of the understanding of the requested change(s) including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.



PLANNING AND DESIGN

- 5.2.1.2 A free proposal broken down by personnel pay classifications, proposed hourly billing rates, schedule, and total hours proposed to complete the additional services.
- 5.2.1.3 A revised schedule identifying all phases, deliverables, if applicable, durations as required for DEN design and approval(s).
- 5.2.2 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Task Order Authorization Amendment. The Consultant shall not commence any work changes without an executed Task Order amendment.

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



PLANNING AND DESIGN

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, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice with breakouts for each task order.
- 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 WORK SCHEDULE

- 2.1 The Consultant, working jointly with the DEN Project Manager, will continuously monitor the work schedule. Task Order schedules shall include all activities that the Consultant shall perform to complete the Consultant's Task Order scope of work. The schedule may also identify activities or actions, if applicable, that must be performed by the City and third parties, which would affect the Consultant's Task Order.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, 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. Work 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



PLANNING AND DESIGN

will be made for that work or expense.

- 3.2 All invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
 - 3.2.1 Invoices must be submitted with:
 - 3.2.1.1 Company name
 - 3.2.1.2 Contract number
 - 3.2.1.3 Project name/task order number/PO Number
 - 3.2.1.4 Invoice date
 - 3.2.1.5 Invoice billing period
 - 3.2.1.6 All backup documentation/receipts for work performed during the period
 - 3.2.2 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:
 - 3.2.2.1
 - 3.2.2.2 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.
 - 3.2.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.2.2.4 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.
 - 3.2.2.5 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.
 - 3.2.2.6 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.
 - 3.2.2.7 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.
 - 3.2.2.8 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 Director or his/her authorized representative.
- 3.3 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 prior to submission to ContractAdminInvoices@Flydenver.com.



PLANNING AND DESIGN

- 3.4 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.
- 3.5 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager may meet to discuss the reasons for the disagreement. The DEN Project Manager 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.
- 3.6 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:
 - 3.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.6.2 Signed subconsultant agreement(s)
 - 3.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 3.6.4 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.
- 3.7 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 any and 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 any and 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 DEN Project Manager.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 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 after Issuance of Task Order. 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.



PLANNING AND DESIGN

- 4.2 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. 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; 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 & Vehicles: 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, buildings, vehicles.
 - 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.
 - 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.



PLANNING AND DESIGN

- 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 DEN Project Manager or his/her designee 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. The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 7.5 Travel and Airfare: All travel must be pre-approved by the DEN Project Manager 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 Project Manager 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.



PLANNING AND DESIGN

- 7.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 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 DEN Project Manager or his/her designee.
- 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.
- 7.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to: engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 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 as part of travel expenses.
- 7.14 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 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.
 - 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL



PLANNING AND DESIGN

- 8.1 DEN Project Manager Discretion
 - 8.1.1 All requirements in this section may be modified by the Planning and Design management or their designee 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.
 - 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 the Monthly Progress Report.
 - 8.3.2 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 Following the issuance of Task Order, the Consultant shall communicate with the DEN Project Manager to review the proposed method of correspondence, email, & submittal communication control. Following this review, the Consultant shall institute its control procedures for the Task Order.

END OF EXHIBIT

EXHIBIT F
UTILIZATION PLAN



ON-CALL AIRPORT PLANNING SERVICES

Merchant Aviation, LLC - MWBE Utilization Plan



Submitted by:



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

1. Our Culture

For Mav-ADP, Equity, Diversity, and Inclusivity (EDI) are not just buzzwords, they are key principles of our organization and our culture. MAV-ADP knows that as one of the world's largest airport operators, it is our responsibility to create value for our stakeholders, partners, and the communities that we serve. At the core, our EDI philosophy is based on the following set of values and principles:

MAV-ADP's approach to increasing MWBE participation in contracting opportunities is to:

- Build long-term relationships with experienced MWBE firms,
- Partner with local historically underutilized multicultural companies that support the local economy and community, and
- Work with local universities to provide internship and mentorship opportunities to disadvantaged students, thus supporting the future of the communities we serve.

EDI is rooted in the values of our parent company, Groupe ADP, and is carried out in its corporate social responsibility policies. At Groupe ADP, we perform internal audits to ensure that we are following business best practices and make the required changes as they are needed. Based on these audits, we have promoted a more collaborative approach for project management, provided individual, team, and organization wide coaching for employee development, and have worked to increase the overall diversity of our Executive Committee and work force.

What is your company policy and programs that are in place to advance EDI priorities? Our company's internal policy to promote EDI priorities starts during an employee's hiring phase. As stated in our company handbook (Section 4.1): MAV-ADP provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state or federal laws. This policy is applicable to hiring, termination and promotion; compensation; schedules and job assignments; discipline; training; working conditions, and all other aspects of employment." Additionally, all MAV-ADP employees are required to participate in EDI focused trainings. To advance EDI priorities in the procurement process, MAV-ADP, actively seeks out new partnerships in cities and communities that we work in and focus on maintaining strong relationships with current MWBE partner firms. Some of the ways that we find new firms include researching certified firms, attending networking events, and by word of mouth. Additionally, we share our resources with our partner firms. **See additional information at the end of Section 1 – Our culture.**

What are your employment practices of recruiting/hiring, employee development/advancement, and training? MAV-ADP maintains an equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status, sexual orientation, gender identity or expression, genetic information or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training, and social and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

For employee development, advancement, and training, we provide on the job, industry related trainings to employees, which are led by senior level staff members from Merchant Aviation and Groupe ADP and encourages internal mentor-mentee relationships within the company. MAV-ADP also provides financial assistance to employees to ensure that all certifications and licenses are maintained.

What are the company's expectations of valuing and actively collaborating through partnerships with subcontractors/subconsultants?

MAV-ADP has seen the value of subcontractor/subconsultant partnerships on all of our current projects from multiple aspects. These partnerships allow us to complete all tasks requested by our clients in a complete, timely, and professional manner. The partnerships also grant us access to local knowledge and connections that the subconsultants/subcontractors have in the area and region. There is an open knowledge sharing between us and our subconsultants/subcontractors that allows us to see each project from multiple angles, and sometimes can provide us with information that only boots on the ground could know. Aside from providing excellent services to our clients, working with subconsultants provides us with the opportunities to continue to promote diversity, as it is one of our company's main objectives. **See Section 4 Utilization Strategies and Procurement Process**

How will MAV-ADP's implement this (MWBE Participation in contracting opportunities) and ensure to track these items. Additionally, what will MAV-ADP do on this project to partner with MWBE firms and build relationships? To implement MWBE participation in contracting opportunities, MAV-ADP conducts active outreach towards local MWBE firms, including attending Industry Forums and searching through the directory of certified businesses on the B2GNow portal and the Small Business and Diversity offices associated with each client. To track these items, we will continue to maintain detailed records of financial information in the B2GNow portal. We will also maintain records of all outreach efforts that we make during our contracting opportunities.

For this On-Call project, we have already applied this approach and entered three MWBE partnerships, two of which we are currently working with at DEN (Hg Consult Inc. and TransSolutions) and one new partnership. Should there be a need for additional subconsultants, we will also rely on CIG to help identifying MWBE firms. **See Section 4 Utilization Strategies and Procurement Process**

2. Key Personnel

Please identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the MWBE EDI Plan, specifically:

- a. B2GNow (Small Business Certification and Contract Management System) User,
- b. Project Manager(s)
- c. Controller
- d. Superintendent (if applicable), and
- e. Outreach/Community Engagement Coordinator (if applicable)

MAV-ADP KEY PERSONNEL				
Name	Title	Email	Phone Number	Duties
Joel Couillandeu	CEO	joelc@merchantaviation.com	908-868-2345	CEO, DEI Sponsor, Controller
Sara Brothman	Admin. Assist., DEI Coordinator	sarab@merchantaviation.com	862-812-9626	B2GNow User, DEI Coordinator
Ahmed Soua	Project Manager	asoua@merchantaviation.com	908-477-9464	Project Manager, Subcontractor work coordinator, project lead
Pawel Mankowski	Deputy Project Manager	pawelm@merchantaviation.com	303-995-4491	Deputy Project Manager, assist Project Manager with subcontractor coordination
Julie Skeen	Outreach/Community Engagement Coordinator	julie@cig-pr.com	303-905-4108	Provide support to engage additional local business as need, shareholder and stakeholder engagement support, public outreach coordination

Our EDI Plan is led by our Administration and DEI Coordinator, our B2GNow user, Sara Brothman and is supported by senior staff. Ahmed Soua is the Project Manager for this On Call project and will oversee Sara and her B2GNow reporting. Sara has experience working in civil and community organizations, which assists her in overseeing the MAV-ADP EDI Plan. As the MAV-ADP Team is diverse in gender, race, religion, and ethnicity, Sara attends diversity trainings to ensure that all staff are treated with respect. Sara shares our EDI Plan to all employees during the hiring process and ensures that our EDI Plan remains a critical aspect of our culture.

3. Communication and Vendor Management

Sara Brothman regularly coordinates with MAV-ADP's internal Team and vendors all important information relating to internal and external staff trainings, performance expectations, document control, and dispute resolution. For this On-Call contract, MAV-ADP will also work with CIG, a Denver based, certified D/S/ WBE business, to assist us in potential increase in the participation of local businesses. As CIG is well-versed in adapting communication approaches that meet the needs of the diverse communities throughout Colorado, MAV-ADP will learn from CIG and we will incorporate this knowledge into our current strategies.

What type of communication strategies do you plan to use with the MWBE businesses to align their work with the contract requirements? To ensure that the MWBE businesses align their work with the contract requirements, MAV-ADP anticipates holding in person and/or virtual meetings, have regular communication with the businesses via emails and phone calls. There will be in depth discussions during scope definition to align objectives and effort per task in order to clearly define roles and responsibilities.

What does this coordination look like for this project? Emails, meetings, how often, and who from MAV-ADP is included? What is considered important information? Coordination and expectations will be led, and set, by Ahmed Soua and will be supported by Pawel Mankowski. They will communicate with the vendors through emails, phone calls, and regularly scheduled project meetings. We will consider setting-up monthly or bi-monthly call at program level with firms' principals to discuss overall on-call program status and participation. Important information is the Task Order itself, the required scope of work, and the roles and responsibilities of each firm per task.

What is your process for dispute resolution? Our process for dispute resolution is:

1. Determine the root cause of the issue and how the issue arose
2. Work with all parties involved to devise a solution to the dispute
3. Once a solution is decided upon, proceed with acting upon the solution and resolve the dispute
4. Enact controls to ensure that the disputes or issues do not happen again

Who from MAV-ADP will meet with CIG? Sara Brothman, Ahmed Soua, and Pawel Mankowski will meet with Julie Skeen from CIG for project management and EDI related items. During the scope of the project, other team members may meet with CIG team as required.

What does the coordination process look between the two firms? The two firms will hold regularly scheduled meetings per task and will keep lines of communication open by regularly emailing, calling, and having meetings with Julie. These meetings will be virtual and/or in person.

Are there any identified steps to increase MWBE participation on this project and ensure the MWBE commitment will be met? We have already committed to exceeding the 8% MWBE goal by meeting 15% MWBE participation. In addition, and as required by task order scopes we will investigate potential opportunities to increase MWBE participation in this project, and work with CIG to find certified MWBE firms to complete additional task requirements, should they arise. We will actively track our current MWBE participation in the B2GNow portal and will adjust work schedules as needed to ensure we are meeting our commitment of 15% MWBE participation.

4. Utilization Strategies and Procurement Process

During the procurement process, MAV-ADP looks to engage local firms, particularly historically underutilized multicultural businesses. We conduct active outreach towards local MWBE firms, including attending Industry Forums and searching through the directory of certified businesses on the B2GNow portal and the Small Business and Diversity offices associated with each client. For this project, we will leverage CIG's experience to work with local organizations, such as Colorado's Chambers of Commerce and, once established, DEN's Center of Equity and Excellence in Aviation, to increase our support and utilization of the local Denver economy. We support our current MWBE partners in extending their project portfolio. For example, we teamed with several MWBE partners on projects in states where they were not present or not yet certified as WMBEs, to help expand their reach and meet certification requirements.

As previously stated, one of our key principles is **Innovation**. MAV-ADP is always looking for the best solutions to our industry's challenges and how to support our clients and partners. While MAV-ADP has a staff full of industry experts, we know that we must look to the future for other opportunities and insights, and therefore, we invest our resources into our internship and mentor programs. For this On-Call contract we have connected with the Colorado Department of Higher Education to reach students in Denver for internship opportunities. In addition to educating local Denver students, Hg Consult has agreed to mentor and assist the MAV-ADP intern during this On-Call contract.

Please provide additional details on the principles you will use throughout the procurement process to remove barriers in an effort to promote equity and how you will ensure these efforts flow down to all tiers of subcontractors and subconsultants. In order to remove barriers during the procurement process to promote equity, we will make sure to include in the procurement local and underutilized business that can support our efforts at DEN. We will ensure that these efforts flow down to all tiers of subcontractors and subconsultants by incorporating the EDI objectives in our subcontracts.

What Forums were attended and who from MAV-ADP attends? Sara Brothman and other senior staff have attended several virtual outreach events offered by several of our clients, including the DEN Meet the Primes event that was held on December 15, 2022.

Are there any outreach events planned for this project specifically? Currently, for this project, MAV-ADP will attend one of the Metropolitan State University’s career for soliciting our internship program. We are currently waiting for the DEN Commerce Hub to release its 2023 event schedule so that we can register for different events at the airport.

What steps will be taken if the currently identified MWBE firms are unavailable and MAV-ADP is not meeting the MWBE commitment? If a currently identified MWBE firm is not available and the MAV-ADP Team is unable to meet the MWBE commitment, MAV-ADP will first inform DEN and then work with CIG and local organizations, such as Colorado’s Chambers of Commerce and, once established, DEN’s Center of Equity and Excellence in Aviation, to find a certified firm that fits our needs and is in alignment with our values, goals, and principles.

5. Past Performances, Technical Assistance and Support Services

MAV-ADP has established long-term relationships with several major M/W/DSBE firms with relevant aviation or transportation project experience. For this On-Call Contract, we will continue our work with the Denver office of Hg Consults and TransSolutions. Furthermore, we strive to give these meaningful and leading roles on our team as indicated in the organizational chart in Section 5.

MAV-ADP has history of surpassing contractual diversity requirements, as illustrated in the chart below. For this On-Call, we commit to exceed the 8% minimum goal by committing to a minimum 15% participation. This commitment to diversity is also reflected in the composition of our staff.

Please provide specific examples of times when you have been successful in promoting EDI both internally and externally. Please see graphs submitted below, which are included in our original submission.



Please also describe your efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote EDI. (Please see paragraph 2, Section 4 Utilization Strategies and Procurement Process information about internships for youth development). To promote EDI through our employee recruitment, MAV-ADP seeks out employees that demonstrate excellence within the industry and we look for individuals with diverse and unique backgrounds to bring outside perspectives to benefit our team. To promote EDI for our current employees, we host regular in-house knowledge sharing program, that also involves our global aviation and architecture experts from our Paris, Hong-Kong and Dubai offices to make regular presentations on industry practices and lessons learned from projects around the world. Additionally, we promote internal mentor-mentee relationships amongst our junior and senior staff members.

Describe how you have promoted these values to both businesses and communities that you serve. We have promoted our values regarding EDI to the business and communities that we serve by

- Including MWBE businesses even if not required
- Including our community by having a diverse staff and reaching out to, and working with, colleges in the communities that we operate in.

Describe times when you have been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses that promoted their overall growth and success. We support our current MWBE partners in extending their project portfolio. For example, we teamed with several MWBE partners on projects in states where they were not present or not yet certified as WMBEs, to help expand their reach and meet certification requirements. Additionally, we established a partnership with Moody Nolan, a certified MBE firm, to bring the firm into the airport industry.

Please describe in detail the assistance and/or guidance that you will provide to MWBE businesses that helps move this next generation of small businesses forward. To help move the next generation of MWBE business forward we will continue to partner with these firms, as we have done with Hg Consult and TransSolutions at DEN. Additionally, we establish a mentor/mentee relationship on projects, for example, we have a de factor training on airports with Hg.

Please also describe in detail the community resource organizations that you will partner with and sponsor to provide assistance and/or guidance to small businesses. Please see Section 4, paragraph 1.

Future Initiatives

How do you plan to do this (sharing information from Groupe ADP)? We plan to continue to hold our virtual knowledge sharing sessions between our Summit and Paris offices. We will also be granted access to ADP's internal portal that contains a plethora of industry information, including studies, analysis, and up to date industry information.

In the future, we anticipate to regularly update our EDI Plan to maintain our position as leaders in the aviation industry. Annual EDI related trainings are held for all staff members to ensure that the organization follows business best practices. We also plan to strengthen the staff exchanges with our parent company to further promote and leverage the intrinsic extraordinary diversity that a worldwide Team brings. Just as the City and County of Denver is committed to diversity, equality, inclusivity, and economic growth, so is MAV-ADP.

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

Merchant Aviation, LLC



JOEL COUILLANDEAU, CEO

Name and Title

12/30/22

Date

Denver DSBO



Brittany Eroen, DSBO Assistant Director

Name and Title (delegated authority by Director)

12/30/2022

Date

EXHIBIT G

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



REQUEST FOR PROPOSALS

ON-CALL AIRPORT PLANNING SERVICES

NO. 202263728

August 12, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Shelley Berry
 E-Mail: contract.procurement@flydenver.com

Request for Proposals #202263728

PROPOSALS MUST BE RECEIVED BY: Wednesday, September 14, 2022 by 2:00PM Denver Local Time.
 UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

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

Event	Date
RFP Advertisement	August 12, 2022
Optional Pre-Proposal Conference	August 18, 2022 at 2:00PM Denver Local Time
Last Date to Submit Written Questions	August 25, 2022 by 2:00PM Denver Local Time
Proposal Due Date	September 14, 2022 by 2:00PM 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_YjA4NjAwODctMjMwZC00ZDgzLTg3N2QtNGFkNzhiYTYwOGM2%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%22d0a68758-6f03-4d75-9ed4-84d2a4f02e19%22%2c%22IsBroadcastMeeting%22%3a%22true%7d&btype=a&role=a

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

RFP Questions

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

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-

part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

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

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

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

Vendor EBS Guide:

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

EBS FAQs:

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

BidNet Vendor Training Video Link:

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

Minority and Women-Owned Business Enterprise Participation

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

8% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

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

General Statement of Work

This request is for a competitive procurement to select a qualified consultant(s) to provide On-Call Airport Planning and Design Services at Denver International Airport. Consultant(s) to provide professional consulting services related to airport, aviation, and transportation planning as requested by the project manager and approved by separate task authorization(s). Such services may include but are not limited to: Master Planning; Forecasting; Alternative studies and related analyses; BCA's; Airfield capacity studies; Terminal related studies; Roadway, traffic and transit analyses, concepts, and plans; Vehicular parking and transit-oriented land uses.

PROPOSAL SUBMITTAL REQUIREMENTS

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

- ☐ Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, which includes the required MWBE EDI Plan
- ☐ Sample Agreement:
 - List of all legal 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 MWBE 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) - to be submitted as separate electronic files from the proposal
 - Exhibit B – Core staff labor rates for professional services

REQUEST FOR PROPOSAL

NO. 202263728

ON-CALL AIRPORT PLANNING SERVICES

REQUEST FOR PROPOSALS (RFP)	2
PROPOSAL SUBMITTAL REQUIREMENTS	4
I. CITY, AIRPORT AND PROJECT OVERVIEW.....	7
II. SCOPE OF WORK.....	9
III. ADMINISTRATION INFORMATION.....	11
III-1 Issuing Office.....	11
III-2 Introduction and Acceptance of RFP Terms	11
III-3 Means of Communication.....	11
III-4 Interpretation of Proposal Documents	12
III-5 Addenda.....	12
III-6 DEN Website	12
III-7 Withdrawal of Proposal	13
III-8 Rights of DEN	13
III-9 Confidentiality of Records.....	13
III-10 Proposer Agreements	14
III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation.....	14
III-12 Certification of Independent Price and Work Determination	15
III-13 Designation of Subcontractors.....	16
III-14 Payment.....	16
III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition.....	16
III-16 Insurance Requirements	18
III-17 Governmental Immunity.....	18
III-18 Security	18
III-19 Airport Identification (ID) Badge Requirements.....	19
III-20 Background Checks	20
III-21 Vehicles in the Secured Area.....	20
III-22 Violations	21
III-23 Diversity and Inclusivity in City Solicitations	21
III-24 Wage Ordinances.....	22

III-25	Conflicts of Interest.....	22
III-26	Collective Bargaining Agreement.....	22
IV.	PREPARATION OF PROPOSAL	23
IV-1	Preparation of Proposal - Proposal Forms	23
IV-2	Preparation of Proposal - Proposal Narrative	23
IV-3	Proposal Narrative Contents.....	24
V.	EVALUATION OF PROPOSALS.....	28
V-1	Evaluation of Proposals.....	28
V-2	Past Performance.....	28
V-3	Shortlisting and Interviews (If Necessary).....	28
V-4	Best and Final Offers.....	29
V-5	Evaluation Criteria	29
VI.	ATTACHMENT 1, PROPOSAL FORMS	30
	Attachment 1, Part 1 Proposal Acknowledgement Letter.....	30
	Attachment 1, Part 2 Proposal Data Form	31
	Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition	33
	Attachment 1, Part 4 MWBE Forms	34
VII.	ATTACHMENT 2, FORM W-9.....	35
VIII.	ATTACHMENT 3, INSURANCE REQUIREMENTS.....	36
IX.	ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS	37
X.	ATTACHMENT 5, SAMPLE AGREEMENT.....	38
XI.	ATTACHMENT 6, CERTIFICATE OF GOOD STANDING.....	40
XII.	ATTACHMENT 7, EXHIBIT B - CORE STAFF LABOR RATES	41

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.

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about February 2023 and has a scheduled duration of approximately 3 years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance

with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

Denver International Airport (DEN) is seeking qualifications from companies to provide professional consulting services in the general subject areas identified below.

Planning Studies and Documentation

To include but not be limited to:

- Master Planning
- Development Planning
- Collection of data, including surveys, LiDAR scanning and downloads from existing sources
- Preparation of forecasts of aviation demand and related derivative projections
- Assessments of processing rates and comparisons of facility demands and capacities
- Determination of future facility requirements
- Formulation and evaluation of development alternatives including changes in policies and procedures and business and safety risk assessments
- Preparation of Airport Layout Plan drawing sets and narratives and other facility layout plans
- Estimation and assessment of costs, financial feasibility (including benefit cost analyses) and financial implementation planning
- Development and financial phasing
- Development and assessment of land use plans, zoning and on- and off-airport property including height restrictions
- Tech memos, reports, drawings, presentations and documentation of work products
- Airfield security access evaluation
- Tech memos

Types of facilities studied may include:

- Site selection
- Runways, taxiways, aprons, deicing pads
- Terminals and concourses including pax flow, security check point, CBP and AGTS (pax train)
- Roadways and transit systems
- Public and employee parking including fee structures
- Rental cars
- Airport and airline maintenance
- Cargo
- Aircraft fuel and fuel farm capacity/distribution
- Other support and ancillary tenant concessions and facilities

Assistance in Other Airport Planning Work

Support for work by Airport staff or other consultants and contractors including, but not limited to:

- Traffic studies
- Facility design reviews
- Airspace and ATC procedures
- Marking and signing of airfield and aircraft gate and parking areas
- Aircraft gate use assessments and development of plans
- Safety risk management
- Geographic Information System and data uploads to FAA AGIS system

- Simulation modeling of airfield, aircraft gates, terminal and roadway activities
- Airport zoning
- Simulation/Modeling capabilities

Coordination and Outreach

Organize, attend and provide materials and presentations at meetings or other outreach as may be requested to:

- Federal Aviation Administration and other Federal agencies
- Colorado Department of Transportation and other state agencies
- Denver Regional Council of Governments and other regional agencies
- Major airport stakeholders such as airlines and existing and prospective tenants
- Local County and municipal governments
- The general public and elected officials

Selected consultant will be responsible to comply with DEN's standards, policies, and procedures.

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

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

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

The City and County of Denver's Department of Aviation (City or DEN), by the Contract Procurement Department (DEN Contract Procurement). This RFP is governed by the City's ordinances and Procurement Rules in effect at the time of its issuance. DEN Contract Procurement is the sole point of contact concerning this RFP. All communication must be done through the Contract Procurement 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 legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 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. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 Means of Communication

During the solicitation process for this RFP, all communication between the Contract Procurement 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 Procurement 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, Shelley Berry by email at contract.procurement@flydenver.com to confirm all posted information.

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

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

- A. Advertisements for 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 includes:
 - a. Plan holder's list
 - b. Pre-Proposal/Pre-Bid Conference attendance list
 - c. Questions and Answers

Incidental project information listed in item D., above, will only be available online at the DEN BidNet Website 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). All documents related to this RFP, including proposals submitted and documents created by DEN are protected under CORA because they are confidential and privileged, and they 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 Chief Executive Officer (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. This register will be in no particular order and does not constitute or reflect any assessment of the proposals.

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

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

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant opportunities among these businesses and ensure they benefit from the contract. Aligning with the Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's small business engagement initiatives are intended as a part of the City's commitment to ensure, small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and will be incorporated into any agreement entered as part of this selection process. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals for expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver. The participation goal is stated in the Notice of Request for Qualifications bound herein.

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

1. Failure by the Contractor/Consultant awarded the contract to comply with MWBE Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO. If a Proposer is participating in a joint venture with a certified MWBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal.** The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Proposer shall submit completed DSBO Form entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The proposer shall submit a Commitment to MWBE participation for the participation goal assigned to this project. The 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers shall include identified firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.
3. The MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan), is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). DSBO will review and score each proposer(s) submitted MWBE EDI Plan. The selected proposer(s) shall collaborate with DSBO on an approved MWBE EDI Plan. Upon Approval by DSBO of the Proposed MWBE EDI Plan, the Proposed MWBE EDI Plan shall be referred to as the "Approved MWBE EDI Plan." Thereafter, the contractor/consultant is required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@denvergov.org with specific questions related to compliance with this ordinance.

III-12 Certification of Independent Price and Work Determination

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

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

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

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

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

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

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

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

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

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

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

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

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

III-16 Insurance Requirements

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

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an original. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

The security status of the Airport is subject to change without notice. Should the security status of the Airport change at any time during the term of the Contract, a written notice shall be issued to the

Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

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

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

III-19 Airport Identification (ID) Badge Requirements

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

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

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

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

If the individual requests driver authorization, a valid driver's license must be presented, and the individual must view a training film on Denver Municipal Airport System Rules and Regulations as they

pertain to overall Movement of Vehicles in the Secured Area and pass a corresponding test to assure understanding of the Rules and Regulations.

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

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

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

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

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

III-24 Wage Ordinances

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

III-25 Conflicts of Interest

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

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

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 (which must be separate) with comments or proposed changes to the Sample Agreement, 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 the Narrative Contents section.
- 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 in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

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

1. Cost Effectiveness

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

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

any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

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

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

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

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

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

requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.

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

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

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

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

The Exhibit B Core Staff Labor Rates is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their 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 interviews. Such presentations and/or site visits will be at the Proposer's expense.

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

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

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

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

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

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

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

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

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

In response to the Request for Proposal (RFP) dated August 12, 2022, for RFP No. 202263728, 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 MWBE Forms

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



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

City & County of Denver Contract No.: _____

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

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

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

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

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

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



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

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

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

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

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

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

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

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

VII. ATTACHMENT 2, FORM W-9

FORM W-9

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

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

Form

W-9
(Rev. December 2014)
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.**

Print or type
See Specific Instructions on page 2.

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; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

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 on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the “Limited Liability Company” box and enter “P” in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the “Limited Liability Company” box and in the space provided enter “C” for C corporation or “S” for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the “Limited Liability Company” box; instead check the first box in line 3 “Individual/sole proprietor or single-member LLC.”

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

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: [insert specific DEN email address for the given contract]

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.

2. Business Automobile Liability

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

If 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 verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance 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. Part 230 applies to Contractor and its subcontractors of any tier.

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 AGREEMENT

SAMPLE CONTRACT

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

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

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 Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
- Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
- MWBE Prompt Pay (if applicable) and City Prompt Pay
- Prevailing Wage Ordinance
- City Minimum and Living Wage provisions; worker retention provision if applicable
- Insurance Requirements
- Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it ***cannot except with its Proposal***)
- Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)
- Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco
- Governing Law and Venue
- Bond Ordinances
- Force Majeure
- Taxes and Costs
- Environmental Requirements
- Records Retention and Other Standard City Provisions, including but not limited to:
- Diversity and Inclusiveness
- No Discrimination in Employment
- Advertising and Public Disclosure
- Colorado Open Records Act
- Examination of Records and Audits, including Federal and City Auditor provisions

- Conflict of Interest
- No Employment of A Worker Without Authorization to Perform Work Under the Agreement
- Sensitive Security Information, DEN Security, Badging, and other Security Provisions

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **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 airport planning 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 DEN On-Call Airport Planning Services (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 Planning & Design 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-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 **Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

Amount above.

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

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

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

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

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

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

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

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

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

reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to Denver Revised Municipal Code (“D.R.M.C.”), Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is eight percent (8%). Consultant shall comply with the Utilization Plan attached as *Exhibit F* (“Utilization Plan”) and as it may be modified in the future by the Division of Small Business Opportunity (“DSBO”) during performance of this Agreement.

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 Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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 Director 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 Director 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: Utilization 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 F

Exhibit D

Exhibit E

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]

Appendix No. 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

TASK ORDER PROPOSALS AND EXECUTION PROCESS



PLANNING AND DESIGN

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.

1.2 TYPICAL PROJECT SCOPE

- 1.2.1 The Airport maintains on-call professional services contracts to provide various planning, 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 planning of various airport facilities and systems, modifications and additions to existing airport facilities and systems. Conducting these planning and design services may include but are not limited to airport master planning, airport layout plans, aviation forecasting, site selection, conceptual layouts and airport facilities programming benefit and cost analysis, various airside, terminal and landside planning studies, transportation planning including parking, rental car and transit studies; providing preliminary conceptual designs; developing and maintaining planning documents, plans, specifications; preparing cost estimates.
- 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 As more specifically specified in its terms, a Task Order requires the Consultant to perform all of the work associated with certain work and task administration for any and all professional services as requested by the Planning and Design management or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the Planning and Design management or the designated DEN representative, will be required to provide quality assurance services for specific task scopes of work. The Consultant's specific scope of work requirements



PLANNING AND DESIGN

are detailed in, and its activities will comply with, the Agreement, the task Request for Proposal (RFP) scope of services, and this Exhibit for the duration of the Agreement.

- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Task administration
- 2.1.2.2 Quality Assurance programming
- 2.1.2.3 Task and Agreement closeout services

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 Planning and Design management or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (via form PS-02 or via email) for each project specific Task Order. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the 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 may not result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

- 2.3.1 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:
 - 2.3.1.1 A narrative of the understanding of the requested Task Order including all assumptions, project management plan, staff assignments, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
 - 2.3.1.2 A completed Fee Proposal Spreadsheet (via **Form PS-F** or in a table) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and individual staff hours necessary to complete the Task Order scope of work.
 - 2.3.1.3 A schedule identifying all phases of scope of work with DEN review durations.
 - 2.3.1.4 Identification of a time and materials not to exceed fee.
- 2.3.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Task Order and an On-Call Task Order Notice to Proceed (NTP) through the Primavera Unifier system or via email. 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 Task Order.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT



PLANNING AND DESIGN

- 2.4.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of planning and design industry standards. 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 Planning and Design management or the designated DEN 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 DEN Contract Manager and a formal written request is submitted which requests the removal of the PPM.
- 2.4.2 Should the DEN 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 Planning and Design management or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace the PPM 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 the PPM will be billed at the PPM 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 PPM.
- 2.4.4 The Consultant may submit, and the DEN Contract Manager will consider a request for reassignment of PPM, should the Consultant deem it to be in the best interest of the Consultant's organization or for that PPM's career development or in the best interest of the City. Reassignment will be subject to the approval of the Planning and Design management or the designated DEN representative.
- 2.4.5 If the DEN Contract Manager allows the removal of the PPM, the replacement PPM should have similar or equal experience and qualifications to that of the original PPM. The replacement PPM's assignment to this Agreement is subject to the approval of the Planning and Design management or the designated DEN representative.

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 Planning and Design management or the designated DEN representative.
- 2.5.2 The Consultant will submit their Quality Control (QC) plan with Task Order proposals if required and a current status of the plan per Task Order if required at any time requested by the DEN Project Manager.

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



PLANNING AND DESIGN

contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

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 Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 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 On-Call Services Authorization as an electronic mail from Primavera Unifier or via email. 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.
- 4.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City may 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. The City will provide monthly training for the Primavera Unifier system to Consultants if required. The cost for training will be included in the Consultant's multiplier.
- 4.1.3 Staffing Plan and Staffing Schedules: Immediately following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in EXHIBIT SCOPE OF WORK.

4.2 ADDITIONAL SERVICES

- 4.2.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (via form PS-05 or via email). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 4.2.2 Immediate changes to the scope of work initiated by the DEN Project Manager may alternatively be issued to the Consultant via a Change Directive issued as an electronic



PLANNING AND DESIGN

mail from Primavera Unifier or via email. Upon receipt of the Change Directive, the Consultant will immediately proceed with the revised scope of work identified in the Change Order and document all work completed on an hourly basis. Total work will not exceed the amount defined in the Change order.

- 4.2.3 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (via form PS-05 or via email), or Unifier process or duration as defined in writing by the DEN Project Manager, the Consultant will provide an hourly not to exceed fee proposal that includes the following:
 - 4.2.3.1 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.
 - 4.2.3.2 A completed Task Order Fee Proposal Spreadsheet (via Form PS-F or in a table) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
 - 4.2.3.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 4.2.4 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization issued as an electronic mail from Primavera Unifier or via email. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (via form PS-26 or via email) and Final Statement of Accounting (via form CM-93 or via email).
- 4.3.3 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 (via form PS-09 or via email) is submitted.

5 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-F	Task Order Fee Proposal – Professional Services



PLANNING AND DESIGN

CM-93	Final Statement of Accounting.docx

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



PLANNING AND DESIGN

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, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice with breakouts for each task order.
- 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 WORK SCHEDULE

- 2.1 The Consultant, working jointly with the DEN Project Manager, will continuously monitor the work schedule. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule may 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 provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, 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. Work and expenses



PLANNING AND DESIGN

- 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 or via email 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 draft approval.
- 3.3 All final invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
- 3.3.1 Invoices must be submitted with:
- 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
- 3.3.2 Each invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice Consultant shall comply with all requirements of this Agreement and:
- 3.3.2.1 Monthly Invoice Checklist (via form PS-A or via email): The Monthly Invoice Checklist may be submitted to the DEN Project Manager with each invoice.
 - 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.



PLANNING AND DESIGN

- 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 Director or his/her authorized 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 DEN Contract Administrator, DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. 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, hourly rate, and number of hours) on each invoice shall be submitted in Unifier or via email and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 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.
- 3.7 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager 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 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 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 any and 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



PLANNING AND DESIGN

release is in full settlement of any and 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 DEN Project Manager.

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) or as agreed with DEN Project Manager with its invoice.
- 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. 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. 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; 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:



PLANNING AND DESIGN

- 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
- 6.2.2 Supplies, Equipment & Vehicles: 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, buildings, vehicles.
- 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.
- 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 DEN Project Manager or his/her designee (via form PS-C or via email) 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



PLANNING AND DESIGN

Manager or his/her designee (via form PS-D or via email). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.

- 7.5 **Travel and Airfare:** All travel must be pre-approved on the DEN Advance Travel Authorization Form (via form PS-E or via email) and signed by the DEN Project Manager 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 Project Manager 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.
- 7.6 **Rental Car:** At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 **Lodging Rate / Night:** A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 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 DEN Project Manager or his/her designee.
- 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.
- 7.10 **Specialty Consulting:** Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.



PLANNING AND DESIGN

- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to: engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 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 (via form PS-E or via email).
- 7.14 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 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.
 - 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

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 Planning and Design management or their designee 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 (via form CM-81 or via email).
 - 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 the Monthly Progress Report.
 - 8.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.



PLANNING AND DESIGN

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 9.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order can be handled using Primavera Unifier or via email.
- 9.2 Within 3 days following the issuance of Task Order, the Consultant shall communicate 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.
- 9.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants should communicate via e-mail. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with Planning and Design to determine its compatibility with DEN procedures, processes and systems.



PLANNING AND DESIGN

10 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement 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.

XII. ATTACHMENT 7, EXHIBIT B - CORE STAFF LABOR RATES

EXHIBIT B – CORE STAFF LABOR RATES

Exhibit B – Core Staff Labor Rates form which apply to this contract are included as a separate attachment in BidNet.

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



August 26, 2022

Denver International Airport

ON-CALL AIRPORT PLANNING SERVICES

RFP NO. 202263728

ADDENDUM NUMBER ONE

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts.
Bidders must acknowledge receipt of this addendum on Attachment 1, Part 1 of the Bid Forms.

Shelley Berry

Shelley Berry
Contract Administrator
Contract Procurement



ON-CALL AIRPORT PLANNING SERVICES

RFP NO. 202263728

ADDENDUM NUMBER ONE

Scope of this Addendum

Addendum Number 1 includes modifications to the following Bid Documents issued August 12, 2022. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS AND ANSWERS

Addendum 1 provides responses to all questions received by the deadline. This Q&A Document 1 is attached.

The total number of pages (including cover sheet) contained in this Addendum Number One is Four (4).

* * * * *

End of Addendum Number 1

Questions & Answers - 1

Solicitation 202263728 - On-Call Airport Planning Services
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p>Question: Insurance Requirements</p> <p>Item III-16 of the RFP (page 18) states that "ACORD FORM (or equivalent) must be emailed in pdf format to ..." Would you please indicate when this proof of insurance must be received by? Also, is there additional information that should be included with the insurance form (e.g., a cover letter) to indicate that it is being sent on behalf of RFP No. 202263728?</p> <p>Answer: Requirements are stated during the RFP as a contract document (information only). The actual certificates are required during final contract signing and prior to starting work. The Contract number can be added onto the certificate.</p>	08/18/2022
Q2	<p>Question: Item III-11: MWBE Participation</p> <p>Does a firm holding an SBE certification by the City of Denver count towards the 8% MWBE requirement?</p> <p>Answer: No, the firms need to be MWBE certified with the City and County of Denver to count towards the 8% goal.</p>	08/18/2022
Q3	<p>Question: RFP Item IV-III, Item 6</p> <p>Within the bullet points included in the second paragraph of Item 6 of RFP Item IV-III, we are asked to provide both ".... contract value" and "Gross fees". Would you clarify what the difference is between those two values?</p> <p>Answer: If your firm was one of more firms that have worked on a referenced project, then the contract value is the total value of that project, while the gross fees is a reference to the portion of the contract value that went to your firm.</p>	08/18/2022
Q4	<p>Question: Conflict of Interest</p> <p>The RFP states that if the submitter has existing contracts with the City and County at DEN, this could pose a conflict of interest. Therefore does this mean that ALL (design and/or construction) contracts are considered a conflict to this contract?</p> <p>Answer: Simply having an existing contract with the City does not in itself give rise to a conflict. However, if you believe a conflict of interest could exist due to the existence of another contract with the City or for any other reason, please send an inquiry to AIMDevConflicts@flydenver.com to determine whether a conflict exists.</p>	08/22/2022
Q5	<p>Question: Multiple Team Questions</p> <p>Can a MWBE firm be a prime leading a team and also be a subconsultant on another team?</p> <p>Answer: Yes, an MWBE firm can be a prime leading a team and also a subconsultant on another project. As long as the firm has the capacity to uphold both commitments and the different roles do not present a conflict of interest.</p>	08/23/2022

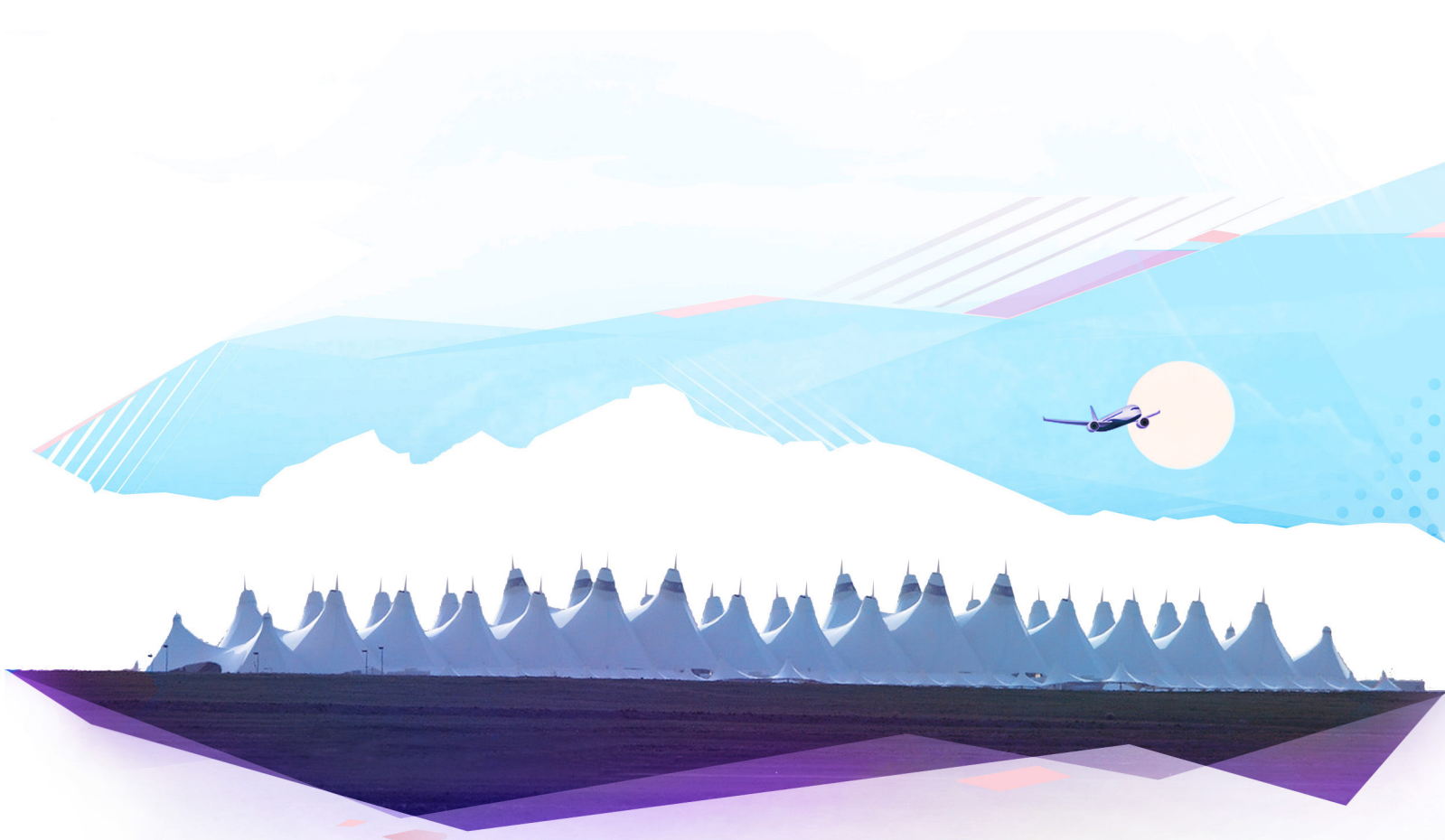
No	Question/Answer	Question Date
Q6	<p>Question: LiDAR Scanning Can you expand on your proposed use of LiDAR Scanning Data?</p> <p>Answer: LiDAR scanning might be required when we want to get a more accurate picture of a certain space under planning consideration (e.g. to verify as build drawing and/or to get an accurate 3D picture of the area under consideration.</p>	08/25/2022
Q7	<p>Question: Labor Rates Does DEN allow for labor rate adjustments?</p> <p>Answer: Wages/labor rates are agreed to by the Parties in the contract through the Rates Exhibit and/or individual Task Orders. Labor rates subject to Prevailing Wage Ordinance, Minimum Wage Ordinance, and/or other applicable wage laws, and are subject to the relevant rate requirements and minimums and can be adjusted throughout the contract meet those minimums.</p>	08/25/2022
Q8	<p>Question: Page Count Would DEN consider extending the page count to 40 pages to better allow to fully cover the variety of the scope and qualifications?</p> <p>Answer: Unfortunately, we cannot extend the page count, i.e. it will have to be maximum 25 pages, but these 25 pages does not include the cover letter, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, table of contents, or DEN-required forms.</p>	08/25/2022

REQUEST FOR PROPOSALS



ON-CALL AIRPORT PLANNING SERVICES

RFP NO. 202263728



Submitted by:





Ms. Shelley Berry
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard,
Denver, CO 80249-6340

September 14, 2022

Re: RFP NO. 202263728 ON-CALL AIRPORT PLANNING SERVICES

Dear Ms. Berry,

Merchant Aviation, LLC, a Groupe ADP Company (MAv-ADP) is excited to present a comprehensive team, along with its experience, to support Denver International Airport's (DEN) On-Call Airport Planning Services. DEN is one of the most important aviation facilities in the nation and it is an essential element in the global network of air travel. It is a major economic engine for the region and its importance to local, national, and global aviation infrastructure is expected to grow dramatically in the coming years. This proposal focuses on how DEN responds to these challenges and how these responses manifest themselves in the airport's expansion, improvement and development.

Our Team has had the pleasure of working with DEN staff over the past few years. Together, we have envisioned the long-range future of the airport and developed options and concepts for the shared future vision. This effort has given MAv-ADP a unique perspective on the airport, including the interrelationships between elements of the physical plant and the shortcomings and limitations in capacity of various elements. We also understand the need to focus on a path forward that can combine short term investments to cure immediate problems, while working toward a long-term plan and vision that will deliver the operational and service performance levels that DEN expects and is known for.

Our senior staff have been employed as planners and designers by airlines, airport authorities, the FAA Airports Division, and other public agencies. We understand your perspective and your priorities.

We are part of Groupe ADP, one of the largest airport operators in the world with a network of 27 airports. Every day, our staff face the realities of operating some of the world's busiest airports and deal with a myriad of planning challenges. As a result, our team is focused on real-world, practical planning solutions that meet the need but allow for future flexibility. That experience gives us the unique ability to implement an innovative, operations-based approach in airport planning and design.

We have joined forces with several exceptional local planning and design firms to form a uniquely qualified and diverse Team. Together, we bring unparalleled depth and experience to bear the full range of ever-changing challenges that DEN will be facing as it grows and develops in the post-covid world. Our partners:

- Have experience with large hub airports that are as dynamic as the current environment at DEN.
- Have a local presence, are multicultural and diverse, and who have worked for DEN and understand the unique history, context and issues facing the airport.
- Place high priority on MAv-ADP's core principles and our approach to cost effective, flexible, balanced solutions, and diversity and inclusivity.

Joining MAV-ADP are the following six firms:

- **Hg Consult**, a certified D/M/SBE firm, brings comprehensive ground transportation planning capabilities in roadway and parking planning. Hg is currently involved in other projects for the City.
- **Jviation**, a Woolpert Company, provides comprehensive professional services, including civil engineering and cost estimating and has a robust understanding of DEN environment.
- **TransSolutions**, a certified WBE firm, has completed hundreds of simulations and modeling analyses, at each of the 50 largest airports in North America, and 70% of the world's 10 largest airports.
- **Jaedicke Consulting** provides clients with a rigorous approach to airport traffic forecasting and economic analysis. Jaedicke has previously performed forecasting services for a project at DEN.
- **Argus Consulting** is the fuels infrastructure engineering firm that has supported the nation's busiest airports on hundreds of aviation fueling projects.
- **CIG** is a Denver-based D/S/WBE certified full-service public coordination firm. Since 2010, CIG has facilitated communication and outreach for DEN with a multitude of community and stakeholder groups.

MAV-ADP is committing to 15% MWBE participation, which will exceed the 8% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal as stated in the RFP.

Our team, led by MAV-ADP Program Manager Ahmed Soua and Deputy Program Manager Pawel R. Mankowski, will work closely with the DEN team. While based in Summit, NJ, MAV-ADP has worked extensively at DEN with a very effective approach in communication and immediate responses to DEN's needs. Staff resumes are provided in this proposal to highlight our industry experience.

Finally, as required by the RFP, MAV-ADP herein commits to the availability of the key personnel identified in this proposal to perform the work for the duration of the Contract term.

The MAV-ADP Team is excited and committed to partner with DEN and want to continue to be part of the ambitions of Vision 100 plan with a focus on sustainability and its bold agenda for the future. With our knowledge of DEN, our understanding of your community, and our unique Holistic, Innovative and Strategic approach based on our core principles and values, we are confident that we will succeed and enhance the value of DEN to the benefit of the traveling public.

We trust that this document will show you that our Team will bring you proven and exceptional value. We are up to the task, ready, and excited to take up the challenges and provide professional advice, solutions and product in an efficient, organized, and timely manner. We thank you for the opportunity to respond to your request for proposal.

Sincerely,



Joël Couillandeu

Chief Executive Officer - Merchant Aviation

joelc@merchantaviation.com | P: 908.868.2345

TABLE OF CONTENTS

01. Cost Effectiveness | **01**

02. MWBE Equity, Diversity, and Inclusion Plan (*MWBE EDI Plan*) | **03**

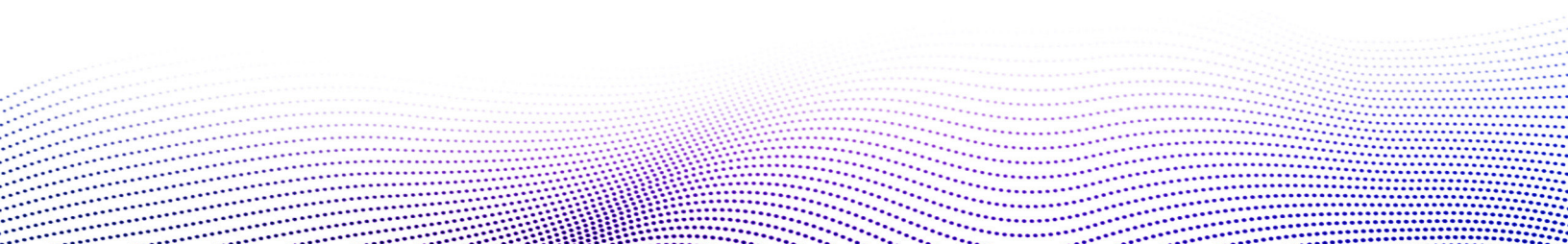
03. Understanding the Project | **05**

04. Proposed Work Plan and Approach | **10**

05. Key Personnel and Ability to Respond | **14**

06. Company Experience and Qualifications | **18**

07. Resumes | **26**





01

COST EFFECTIVENESS



1.0 COST EFFECTIVENESS

Cost-Effectiveness is a key part of how we approach our work. The MAV-ADP Team has significant experience assisting its clients to align the objectives of long-term vision plans with the practical realities of short- and medium-term Airport Capital Plans. The key to successfully integrating these very different investment types is the ability to anticipate future demands, evaluate shortcomings, and effectively prioritize needs to develop balance between the investment profile and the potential revenue streams.

Smart Investments

Being strategic with investments that do not overlap or cause “breakage” requires a holistic understanding of the big picture, a clear vision and a set of objectives and priorities for future development, and growth that integrates environmental, operational and maintenance costs in a lifecycle cost approach. MAV-ADP approaches all of its challenges in this manner. Two recent examples are Toronto Pearson International Airport (YYZ) in Canada and DEN itself.

For YYZ, the MAV-ADP Team has been working simultaneously with the facility staff who are responsible for the Airport Capital Plan, and the Executive Management team to develop alignment of the long-term development pathway with shorter term investments in “Smart Capacity”. By evaluating the cost effectiveness of proposed capital plan elements, and the compatibility of each element with the long-term development pathway, our team is helping YYZ prioritize implementation of the projects over time to ensure that all investments are sound. Additionally, we are ensuring that the projects all contribute effectively to the phased long-term expansion and redevelopment of the entire airport. Our analysis includes the development of costs and investments over time and the resulting net present value for the various options being studied.

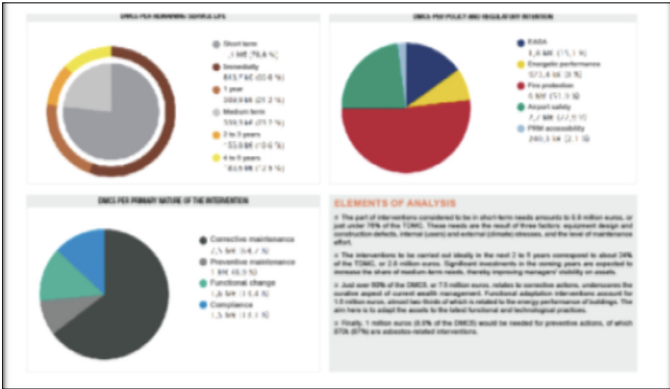
At DEN, the MAV-ADP Team has been studying the long-term expansion of the terminal area to meet the projected long-term demand. Essential to these efforts is the development of an investment strategy and profile that is:

- **Exceptionally Cost Effective** - by being easily phased and able to deliver capacity in response to demand
- **Strategic** - by creating an even investment profile that is not dependent on heavy front-loading such as a large up-front investment in the Automated Guideway Transit System (AGTS)
- **Balanced** - by not necessarily being the least expensive, resulting in the best compromise between investment, passenger experience, and operational efficiency.

This holistic approach to ensuring that short- and long-term investments are aligned with the objectives, standards, financial potential, and vision of the Airport is why MAV-ADP successfully provides its’ clients with cost effective planning and operational solutions.

Evaluating and Optimizing Investment Costs

Our parent company Groupe ADP looks for opportunities to optimize the cost of projects by utilizing a Total Cost of Ownership (TCO) approach, considering direct and indirect costs.

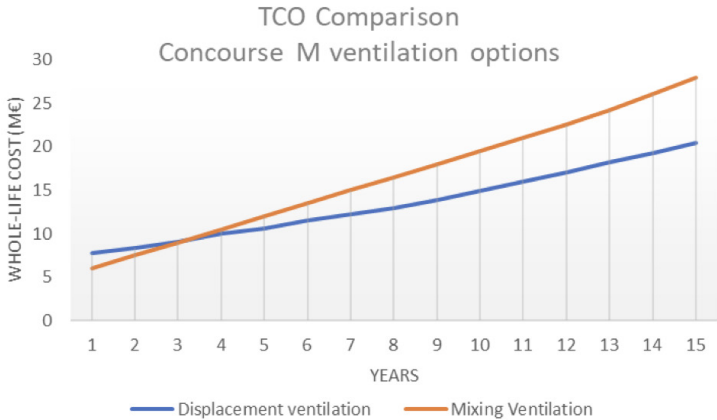


Asset Condition Assessment Report

Although OPEX projections are a necessary element for computing Internal Rate of Return (IRR), this method usually does not look at the specifics of a project but consider ratios of past projects instead. As IRR locks an investment amount at the date it is established, this is not always a reliable KPI to be used thereafter. The TCO approach ensures that OPEX and other costs incurred over the lifetime of an asset are part of the decision-making process. Groupe ADP does that by involving operational and asset

managers early in the design development of a project. This way critical CAPEX are screened not only based on the initial investment cost but also looking at whole-life costs relevant to the project.

Ventilation alternatives for CDG Terminal 2 Concourse M. The choice of displacement ventilation was more profitable after 3 years only despite an initial investment ca. +30% higher.



Groupe ADP is also committing design builders and contractors by including “design-to-cost” requirements in their contractual agreements. Design Builders must justify their design orientations with respect to the technical, functional and cost implications.

When appropriate, Groupe ADP considers a more holistic value-to-cost approach consisting in designing solutions (products, services, etc.) giving the best equilibrium between the level of quality offered to customers and the whole-life cost of the solution. It adds one layer of analysis to integrate the Customer Experience to the cost effectiveness strategy.



Team Efficiency

We use advanced communications strategies between firms and have developed very efficient virtual working environment with the multiple offices involved on our teams, allowing us to be highly cost-effective in our work. For example, on several of our current projects, the Paris-based Groupe ADP staff works in tandem with our global staff benefiting from the time difference, forwarding their work to us upon completion. The result is a 14-hour workday that saves time and expense to the client.

Our internal teams are also structured using a judicious and balanced mix of senior level team members and junior staff. As a result, we live up to our proven track record of providing cost effective solutions for our clients.



02

MWBE

EQUITY, DIVERSITY AND INCLUSION PLAN
(MWBE EDI PLAN)



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

Our Culture

For MAV-ADP, Equity, Diversity, and Inclusivity (EDI) are not just buzzwords, they are key principles of our organization and our culture. MAV-ADP knows that as one of the world's largest airport operators, it is our responsibility to create value for our stakeholders, partners, and the communities that we serve. At the core, our EDI philosophy is based on the following set of values and principles:



The Merchant Aviation workplace is a diverse, inclusive, and equitable workplace where every team member feels valued, respected and included whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education or disability. We respect and recognize the importance of diverse life experiences, perspectives, backgrounds, and heritages, and ensure that all voices are not just valued and heard but given an opportunity to grow and flourish.

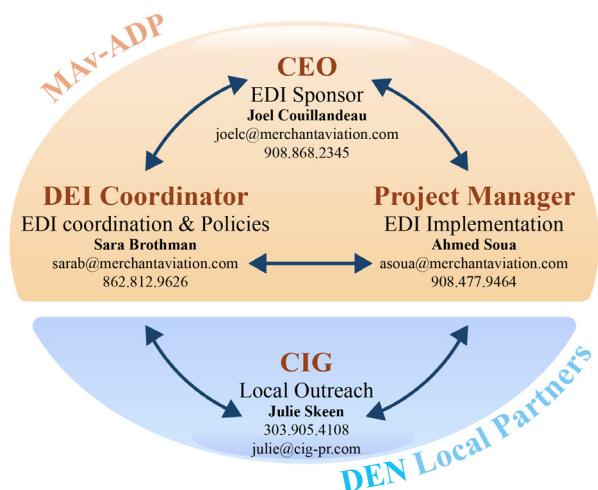
MAV-ADP's approach to increasing MWBE participation in contracting opportunities is to:

- Build long-term relationships with experienced MWBE firms,
- Partner with local historically underutilized multicultural companies that support the local economy and community, and
- Work with local universities to provide internship and mentorship opportunities to disadvantaged students, thus supporting the future of the communities we serve.

EDI is rooted in the values of our parent company, Groupe ADP, and is carried out in its corporate social responsibility policies. At Groupe ADP, we perform internal audits to ensure that we are following business best practices and make the required changes as they are needed. Based on these audits, we have promoted a more collaborative approach for project management, provided individual, team, and organization wide coaching for employee development, and have worked to increase the overall diversity of our Executive Committee and work force.

Key Personnel

Our EDI Plan is led by our Administration and DEI Coordinator, a B2GNow user, Sara Brothman and is supported by senior staff. Sara has experience working in civil and community organizations, which assists her in overseeing the MAV-ADP EDI Plan. As the MAV-ADP Team is diverse in gender, race, religion, and ethnicity, Sara attends diversity trainings to ensure that all staff are treated with respect. Sara shares our EDI Plan to all employees during the hiring process and ensures that our EDI Plan remains a critical aspect of our culture.



Communication and Vendor Management

Sara regularly coordinates with MAV-ADP's internal Team and vendors all important information relating to internal and external staff trainings, performance expectations, document control, and dispute resolution. For this On-Call contract, MAV-ADP will also work with CIG, a Denver based, certified D/S/WBE business, to assist us in increasing the participation of local businesses. As CIG is well-versed in

adapting communication approaches that meet the needs of the diverse communities throughout Colorado, MAV-ADP will learn from CIG and we will incorporate this knowledge into our current strategies.

Utilization Strategies and Procurement Proces

During the procurement process, MAV-ADP looks to engage local firms, particularly historically underutilized multicultural businesses. We conduct active outreach towards local MWBE firms, including attending Industry Forums and searching though the directory of certified businesses on the B2GNow portal and the Small Business and Diversity offices associated with each client. For this project, we will leverage CIG’s experience to work with local organizations, such as Colorado’s Chambers of Commerce and, once established, DEN’s Center of Equity and Excellence in Aviation, to increase our support and utilization of the local Denver economy. We support our current MWBE partners in extending their project portfolio. For example, we teamed with several MWBE partners on projects in states where they were not present or not yet certified as WMBEs, to help expand their reach and meet certification requirements.

As previously stated, one of our key principles is **Innovation**. MAV-ADP is always looking for the best solutions to our industry’s challenges and how to support our clients and partners. While MAV-ADP has a staff full of industry experts, we know that we must look to the future for other opportunities and insights, and therefore, we invest our resources into our internship and mentor programs. For this On-Call contract we have connected with the Colorado Department of Higher Education to reach students in Denver for internship opportunities. In addition to educating local Denver students, Hg Consult has agreed to mentor and assist the MAV-ADP intern during this On-Call contract.

Past Performances, Technical Assistance and Support Services

MAV-ADP has established long-term relationships with several major M/W/DSBE firms with relevant aviation or transportation project experience. For this On-Call Contract, we will continue our work with the Denver office of Hg Consults and TransSolutions. Furthermore, we strive to give these meaningful and leading roles on our team as indicated in the organizational chart in Section 5.

MAV-ADP has history of surpassing contractual diversity requirements, as illustrated in the chart below. For this On-Call, we commit to exceed the 8% minimum goal by committing to a minimum 15% participation. This commitment to diversity is also reflected in the composition of our staff.



Future Initiatives

In the future, we will regularly update our EDI Plan to maintain our position as leaders in the aviation industry. Annual EDI related trainings are held for all staff members to ensure that the organization follows business best practices. We also plan to strengthen the staff exchanges with our parent company to further promote and leverage the intrinsic extraordinary diversity that a worldwide Team brings. Just as the City and County of Denver is committed to diversity, equality, inclusivity, and economic growth, so is MAV-ADP.

03

UNDERSTANDING THE PROJECT

3.0 PROPOSED WORK PLAN & APPROACH

This section outlines MAV-ADP's understanding of this assignment, its challenges, and our philosophy and approach to accomplish Denver International Airport's (DEN) desired outcomes. This approach is framed by our recent experience at DEN and informed by our decades of experience as airport consultants and operators.

3.1 MOVING FROM VISION TO REALITY

Denver International Airport is a vital link in the global aviation transportation network. DEN is more than a large and complex operating machine moving millions of passengers to hundreds of destinations. It is a huge economic engine for the entire region, employing thousands of people and contributing billions of dollars to the regional economy every year.

Being responsible for the operation, maintenance and continued health and growth of such an important asset is a sobering responsibility. It requires a range of technical knowledge and expertise, including but not limited to airport operations, processing millions of travelers and their luggage, accessing Denver via mass transit, housing people in hotels and cars in garages, overseeing a vast commercial enterprise that provides the services needed by the traveling public.

Ensuring that this vital resource to millions of travelers functions exceptionally well today and into the future requires commitment. It requires resources, finances, operational expertise and, most importantly, long-range thinking and planning. Only then can the airport keep up with, and stay ahead of, the future and seamlessly deliver, not just the capacity to meet demand, but the high quality passenger experience and operational efficiency that DEN has personified since its earliest days.

MAV-ADP understands these pressures and complexities all too well. As operators of 27 airports around the globe, and as one of the largest aviation consultancies firms, we understand the diversity of expertise, knowledge, and the level of commitment required to operate a large airport today while planning for the future. We also understand the highly competitive nature of the aviation business. We know how important it is to invest wisely in the future and to maintain a competitive edge by staying ahead of pressures and demands.

The formula for project and program development - from forecasting to concept development, to evaluation, selection and implementation - may be straightforward, but MAV-ADP can bring another dimension to the equation. We bring the understanding of the complex political, operational, business and financial aspects that only an owner and operator of an asset like DEN could have experienced and learned.

MAV-ADP relies on this perspective, combined with our internal resources, plus carefully selected local planning and design firms, to make available a truly full service partner. We can respond to any demands for all things airport and aviation related - effectively, efficiently and in a timely manner.

No matter the size of the challenge, or the area of expertise required, MAV-ADP will provide DEN with what it needs, from alternative concepts to facility designs, from forecasts to facilities, from costs to investment strategies and more. We will deliver our work in clear, concise technical reports, white papers, or whatever documentation or presentation is required.

MAv-ADP staff also have extensive experience working with outside agencies, internal and external stakeholders, and local and regional governmental agencies and officials. We are always ready to engage with the public to ensure continued dialog with and support from local communities.

MAv-ADP's recent participation in the development of a long-term vision plan for DEN has provided us with a wealth of knowledge and understanding of the challenges facing the airport today and in the future. It has highlighted the need for the airport to urgently address and make key planning decisions for a multitude of possible next development steps. These issues include the Vision 100 Strategic Plan, a CONRAC, parking and roadway expansions, and the first phase of Terminal and gate capacity enhancement. We are poised and ready to pick up the challenge to focus on and integrate our long-range planning efforts with the ever present demands of maintaining, operating, and growing DEN.

3.2 PROJECT CHALLENGES

Planning and building for the future while keeping DEN facility operating at peak efficiency is a daunting challenge. *In some respects, this is analogous to performing heart surgery to a patient on an out-patient basis.*

For example, with the Terminal Expansion Plan and Program, short-term and mid-term needs and enabling projects (outlined in part below) need to be planned and implemented. Advance planning for these enabling projects can inform the overall funding, implementation strategy and capital improvement program and advance the necessary site planning.

Terminal and Landside Facilities

A significant challenge for DEN is the need to expand the airport's gates and corresponding capacities for future passenger growth. The Terminal Expansion Study has identified an overall expansion strategy and family of concepts, but additional evaluations and feasibility assessments are needed to confirm the recommended concept.

A crucial aspect of this process is the verification of the landside system's operational and physical feasibility. Additional study and conceptual designs considering topography, geometrics, lane configurations, structures, parking site plans, clearances, utilities, and grades are needed to confirm the program of landside facilities.

In addition, a more thorough assessment and plan for construction phasing is needed to assure the maintenance of traffic and access during construction. A phased program of landside improvements and construction costs, coinciding with the envisioned overall expansion concept, will provide the basis for the overall funding and implementation program.

Parking and rental car facilities need significant attention and careful planning. These issues include the CONRAC facility, a fixed guideway transit system between the CONRAC and the terminal complex, and reconfigured and enhanced parking facilities.

From our perspective, the landside system – encompassing roadways, parking and rental car (CONRAC) facilities – will be a focal point over the next few years. We expect that this On-Call project will consider this key system in detail.

Airside Facilities

DEN is blessed with significant airside area. However, this area must be carefully planned for future growth, including assessment of support facilities and enabling projects.

A major runway study is underway, but results are likely a year or so away. At that point, a preferred alternative for the 7th Runway will be identified. The schedule to construct this runway is in the medium- to long-term (8-10 years) but is not yet firm.

However, airfield issues in this On-Call program must go beyond the runways. It has been recognized by DEN Ops and FAA ATC that Taxiway L needs to be extended to the south connecting to Taxiway A to provide operational safety and efficiency and to alleviate congestion supporting the Runway 17R-35L complex. Currently a single, full parallel Taxiway M only supports operations on Runway 17R-35L and the entire air cargo and FBO aircraft movement traffic. A similar situation is on the north side of the airport where Taxiway G may need to be extended to the north providing a dual taxiway system to support Runway 16L-34R and existing or future airport tenants. Aircraft Maintenance Facilities are located there (Frontier and Southwest) and provide significant aircraft traffic by moving their aircraft to and from the facilities. Other improvements include aircraft deicing bays on RON DS east and west, relocation and expansion of Pond 002 and new construction of Taxiway EE.

New Technology

Advanced Air Mobility (AAM), typically associated with electric Vertical Takeoff and Landing vehicles (eVTOL) is a rapidly evolving technology with a myriad of proposed vehicles and functions. Numerous prototype vehicles are flying or in advanced design and potential operators are proposing bold plans for these new aircrafts.



Prototype eVTOL vehicle being tested at Group ADP facility

There are many possible applications of AAM, and this technology could profoundly impact DEN and metropolitan Denver. The vision of a network of eVTOL flights between DEN and metropolitan Denver is exciting. However, we must keep to a firm and practical perspective on the situation. There are many substantial issues that need to be resolved, most particularly environmental impacts and integrating this activity into the already busy airspace.

Sustainability

Sustainability is a keystone to DEN's development. Airport CEO Phillip A. Washington has challenged DEN to be the greenest airport in the county. As stated in its Sustainability Policy:

DEN is committed to strategically considering the long-term economic, social, and environmental impacts of all airport activities in order to maximize long-term benefits and ensure that our success strengthens our community stakeholders.

Several initiatives are underway to enhance the airport's sustainability, for example the DEN Environmental Group are engaged in preparation of the Electrical Vehicles Master Plan.

3.3 MEETING THE CHALLENGES

MAv-ADP's fundamental philosophy helps us to address DEN's challenges:



Holistic: We address airport challenges within a comprehensive framework of the airport, including safety, operational efficiency, revenue generation, sustainability, resilience and other environmental effects, life-cycle costs, and a host of integrated issues.



Innovative: We embrace new solutions while respecting reality. That does not mean to be innovative for the sake of being innovative, it means being open to new ideas and different perspectives. We take lessons from the experience of other airports worldwide, while actively listening to the Sponsor and their concerns and unique requirements.

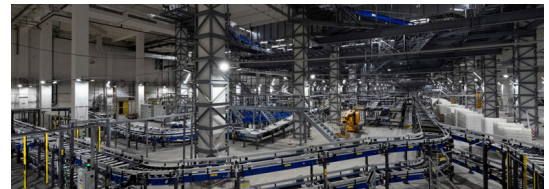


Strategic: One of the great dangers of On-Call planning is a short-term perspective. Some solutions may work but are not consistent with an airport's overall vision. Such approaches may not allow for future needs. Accordingly, MAv-ADP's strategic approach allows for flexibility and multiple options when dealing with current problems.

We Provide 360 Airport Expertise

Being part of an integrated airport operations group, the MAv-ADP Team brings an unmatched set of in-house skills that can cover all aspects on an On-Call program. These skills include:

- Airside, terminal, and landside planning
- Building architecture and engineering
- Airport systems and baggage handling
- Systems planning and design
- Operational efficiency analysis
- Revenue diversification with concessions and real estate development
- Financial assessments
- Environmental sustainability and resilience
- Constructability and project delivery



MAv-ADP BHS/ICS Design at CDG



Concession Design by MAv-ADP

We are a Global Leader in Innovation

The challenges we face today appear daunting. They impact not just aviation, but how we live our lives. Facing these challenges will require bold and innovative strategies. We do this at our Innovation Hub, an integral part of Groupe ADP, based at Charles De Gaulle Airport in Paris, France. The Hub is our unique in-house tool to promote and translate this culture into practical terms. It is a tool that we will share with DEN as we proceed with this On-Call assignment.

We are rethinking our airports as living labs for innovative mobility dynamics and we are committed to re-imagining and contributing to the aviation world of tomorrow. Our Innovation Hub is at the forefront of the state-of-the-art technologies and processes and a commitment to sustainability, operational

efficiency, and resilience. For example:

- **Advanced Air Mobility:** We are currently designing and building full service eVTOL vertiports to serve Paris by 2024 for the Olympic Games and beyond. We are coordinating with several companies who are designing urban air taxi eVTOL technology.
- **Smart Airports/Smart Terminals:** We are creating better ways to share and harness airport operations data between stakeholders, thus optimizing operational performance and customer service. This applies to airside efficiencies and terminal operations.
- **Robots and Drones:** We are currently testing the use of drones to inspect buildings and equipment, for example smoke detector efficiency tests or preventive surveillance.



We are Committed to Aviation Sustainability and Resilience

For MAV-ADP, sustainability is not just an element of planning or environmental study, it is a daily commitment. Our parent company, Groupe ADP has a policy of mitigating environmental impacts of our airport system. From incorporating life cycle carbon budget assessments to studying reducing air and noise pollution to pioneering hydrogen and alternative fuels, Groupe ADP is dedicated to creating truly sustainable and resilient airports.

We understand and support DEN's ongoing drive for sustainable and resilient airports. We want to be a part of this effort. Beyond our traditional planning expertise, we bring a wealth of global operational experience at our airports that we want to share with you:

- 33% of our light vehicles are already electric or hybrid at Paris-Orly and Paris-CDG.
- We generate 100% renewable electricity in Santiago and Paris (geothermal, biomass, solar, etc.).
- We have deployed state-of-the-art rainwater recovery systems in Mauritius, and de-icing filtering marshes at Paris-Orly .
- Our terminal and facility designs are centered on sustainable materials and construction.
- Development of Hydrogen fueling infrastructure at our airport

We are unique in the aviation industry as MAV-ADP brings the practical experience of operating and building sustainable airports to the table when we work with you.

We know how to make airports sustainable and resilient. We are already doing it, worldwide. Give us the opportunity to combine your skills and ours.



Autonomous electric vehicles



Groupe ADP and Air Liquide JV initiative for H2 infrastructure development at airports

04

PROPOSED WORK PLAN AND APPROACH

4.0 PROPOSED WORK PLAN & APPROACH

4.1 PROGRAM MANAGEMENT

It is important to distinguish between management of specific projects (or task orders) and overall Program management and oversight.

Our Program Management Team has a wide Spectrum of Experience

For this project, the MAV-ADP Team has created a team that combines significant On-Call program management skills with in-depth knowledge of the Airport. The Team consists of:



- **Joël Couillandeu**, (MAV-ADP) will be the Principal-In-Charge (PIC) for this contract. Joel, the CEO for Merchant Aviation, will provide strong oversight to this assignment and will regularly contact Airport management to ensure our work is exceeding your expectations.



- **Ahmed Sou**, (MAV-ADP) will be the Program Manager. He has been the project Manager for DEN Terminal and Concourse Development Planning for the past three years. Ahmed will be the regular point of contact for the Airport and will monitor the entire On-Call contract and provide oversight for all work tasks. He will attend all regular meetings for this contract.



- **Pawel R. Mankowski, C.M.** (MAV-ADP) will be the Deputy Program Manager. Pawel has five years of experience working at DEN and will work closely with the Program Manager on all aspects of the assignment. He will also serve as Project Manager for selected projects, as discussed below. He will participate in all regular meetings for this assignment.

Our Senior Advisor will Provide Unparalleled Insights and Strategic Advice



- The MAV-ADP Team has one of the world's most respected senior airport consultants available for this project, **Kiran Merchant, who will serve as Senior Advisor**. Kiran will be an integral part of the Management Team and will be in regular communication with the Airport and the team to meet and exceed expectations for each task. He will regularly attend overall project meetings with senior officials, and will participate to all strategic decision meetings, whether internally or with the Airport.

Quality Assurance /Quality Control (QA/QC) is part of Program Management



- QA/QC is an integral part of our Program Management Process this assignment, **QA/QC will be led by Ray Quesada**, who has decades of management and project oversight experience at large international hub airports.

We follow the cutting-edge Quality Management System established at the Groupe ADP level, which is built upon stringent QA/QC requirements that the Groupe applies in airport operations, maintenance, and safety and planning and design. The Groupe ADP Engineering and Design group is ISO 9001:2015 certified. For this program we will create a specific QA/QC Plan that meets your specific needs. There is one key to a successful QA/QC process: we ensure everyone is given sufficient time to complete their reviews.

A Program Management Team Guarantees Resources and Staff are always Available

The MAV-ADP Team will establish a Program Management Team (PMT) for this On-Call program. Led by the Principal in Charge (PIC), Senior Advisor, Program Manager and Deputy Program Manager, the PMT will include senior management staff from all firms in the MAV-ADP Team. The PMT will ensure that the right personnel are assigned to work tasks and will address any staffing issues or concerns that may arise.

4.2 PROJECT MANAGEMENT

Project, or Task Order, Management would vary based on the size and complexity of the work. From our experience at DEN and with our other clients, we have found that On-Call projects may be divided into three broad categories:

- **Quick response assignments:** In this situation, the Sponsor is facing an unexpected, immediate or ongoing issue, and needs a short-term solution to address the issue. Time is of the essence and an effective solution is needed quickly.
- **Strategic advisory services:** In these cases, the client has an idea or proposal that they are unsure about and seek some objective professional advice. This category of service may also be used to look at potential policy or operational actions.
- **Focused tasks:** These are the most typical on-call projects. A specific issue (e.g. gate utilization, airside or landside improvements, forecast review or update) needs to be addressed.

Some smaller, quick response assignments would be managed by the Deputy Program Manager. A complex management structure would delay the process and make the work less efficient. Strategic services may require either a traditional structure or a more collaborative approach, using a small group of senior staff. Our Senior Advisor may perform the management role in these cases.

For many assignments, a more traditional Project Manager structure would be appropriate. The Project Managers would be selected from the staff identified in this Proposal as summarized in Section 5. Specific assignments will be made based on the work scope for the task. Our project managers will maintain regular coordination with the Airport's assigned task lead. All MAV-ADP Project Managers will coordinate their task work with the Program Manager and when appropriate, the Project Managers will participate in the regular program meetings or other coordination activities.

4.3 PROGRAM COORDINATION AND COLLABORATION

As we have seen in our current On-Call assignment, there must be a strong, consistent and collaborative working relationship between MAV-ADP and the Airport. This coordination will include several key elements.

We Understand how to Properly Coordinate with the Airport

MAv-ADP's experience in On-Call contracts will ensure cost and time efficient project coordination. Based on our previous experience, we propose these key coordination elements:

- **Regular Program Meetings:** The MAV-ADP management team will meet with key DEN staff to review the On-Call program. Work task status will be reviewed, and any issue or concerns addressed. The schedule and agenda for these meetings will be established and distributed in advance.
- **Regular Progress Reports:** A concise summary of each task order or project status will be prepared and distributed by MAV-ADP on a mutually acceptable schedule. These reports will be available prior to regular program meetings.
- **Master Schedule:** A master schedule of all work tasks will be established and maintained. This schedule will be developed in MS Project and regularly updated.

Working with other Entities and Consultants

We anticipate that we will be interacting and potentially working closely with other entities and consultants who are also active at the Airport. We have often had these interactions on our On-Call assignments. Our approach to these interactions is straightforward:

- Before we talk or work with anyone, we tell you first and get your approval.
- We work with you to clearly define what we will discuss, this could include a draft meeting agenda, a pre-meeting memo, or meeting with you.
- After any meeting, we will share with you the results, conclusions, and action items.

For some projects, ongoing coordination will be required and we will work with you to establish a coordination protocol. Throughout the assignment, we will be transparent with you about what is happening and what we are doing.

We are particularly sensitive about coordination with other public agencies. In those cases, we will work closely with you and CIG (Our local outreach subconsultant) to ensure that information is shared properly. Finally, any airport project can become subject to questions from the press or the general public. **Essentially, MAV-ADP will make no public statements or comments to the press, unless specifically directed to do so by DEN.**

4.4 PROJECT MANAGEMENT CONTROL METHODS AND PROGRESS REPORTING SYSTEMS

MAv-ADP project teams use the Earned Value trend analysis technique to measure overall performance. The Earned Value approach monitors the project plan, actual work, and work completed value to see if a project is on track. MAV-ADP's budget management control system is integrated into our time management system. The system produces reports on individual task and subtask activity. Our PIC's and Project Managers, who have the responsibility for knowing the amount and quality of work performed, use the system's output to gauge project status relative to budgetary parameters, including the status of subcontracts, and near-term needs.

The use of Microsoft Project assists the Project Managers in determining deviations from the predefined budget and schedule and provides constant feedback regarding task completion status. This process allows for the identification of steps to be taken to reposition the project status and progress in accordance with the committed schedule and budget. **Our systems are compatible to be directly input into the Airport's Microsoft Office Business Suite.** For most projects, the MAV-ADP Team will use MS Project when required for major assignments and for smaller projects will use MS Excel-based scheduling tools.

On-Call assignments frequently involve multiple ongoing projects and multiple reviews. Thus, the distribution of draft documents, and the ability to edit them, must be properly controlled. For most On-Call projects, the MAV-ADP Team will use MS Office 365 Suite to provide a single, secured and shareable location for project documents. However, larger projects may require a more sophisticated information management system. In such cases, the amount of information generated may require specialized and project-wide management tools.

4.5 PROJECT APPROACH – AND SOME FINAL WORDS

Each On-Call assignment will be unique and will require a specific project scope and approach. However, from our experience, there are several key elements to any effective project approach:

- Clearly define the work scope, budget, and schedule. Most important, ensure that DEN's expectations are fully understood.
- Establish the appropriate management and communications structure so that it matches the size, scale, and complexity of the proposed work.
- As the project moves forward, keep DEN's staff informed in a timely manner.
- If there is a problem or issue, inform DEN as soon as possible, define an effective solution, and move forward.

We have been doing On-Call consulting for a long time, and we have learned an important lesson:

The measure of a superior team is not how good it is when things are going well, it is how good it is when the unexpected happens.

We believe we demonstrated this resolve during the current On-Call contract, when COVID wreaked havoc on the aviation industry. When that happened, we continued working on preparatory planning works and research to ensure a seamless restart once strategic decisions were made by DEN.

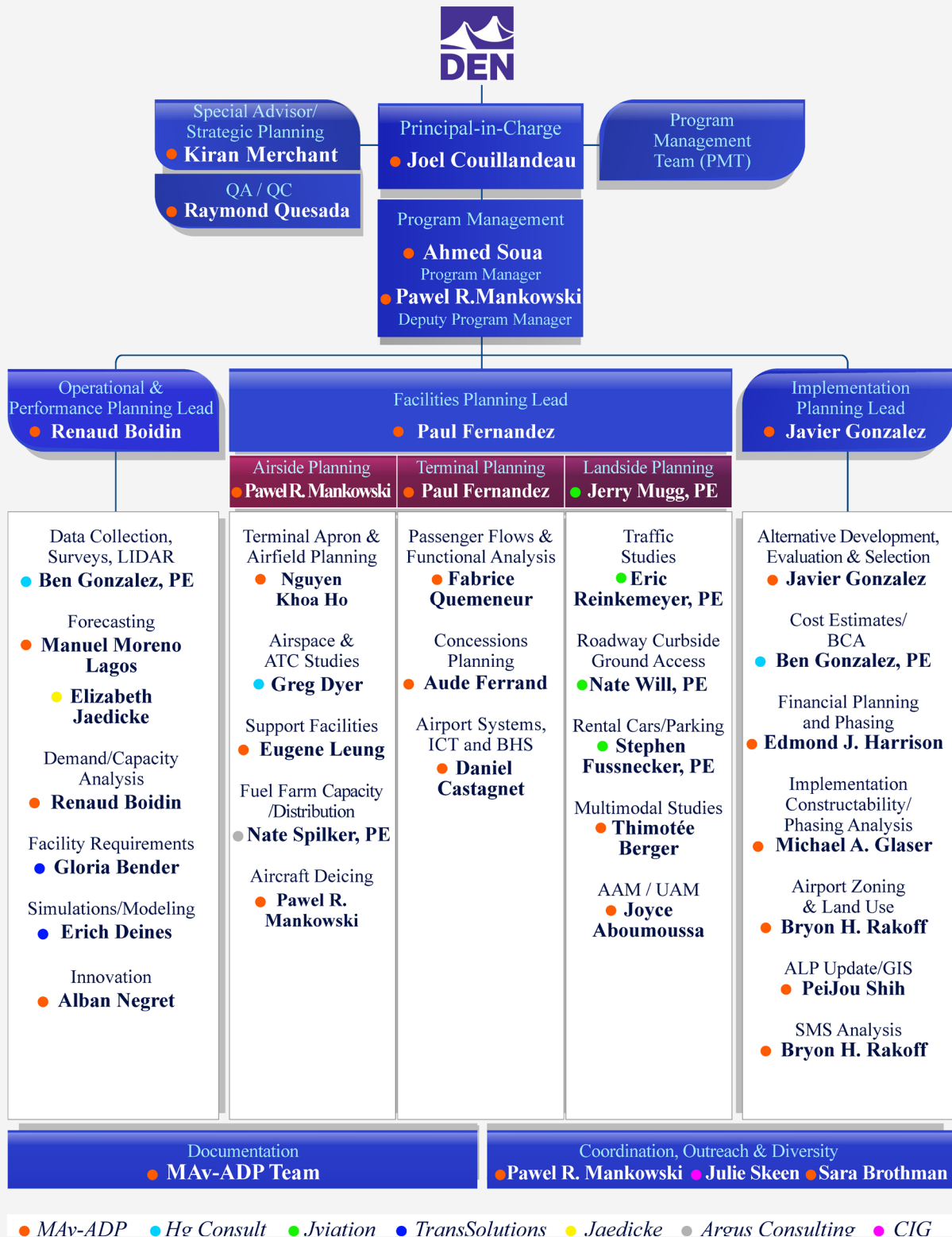
05

KEY PERSONNEL AND ABILITY TO RESPOND

5.0 KEY PERSONNEL AND ABILITY TO RESPOND

5.1 KEY PERSONNEL

The organization chart below identifies key personnel proposed for this On-Call planning services, specifically tailored for DEN Planning and Design Group needs, and identifies the assigned staff and consultant to a specific task. Detailed resumes for these professionals are provided in Section 7 Resumes. A brief summary of our key program management staff are described in Section 5 Key Personnel and Ability to Respond.



5.1.1 SUBCONSULTANT QUALIFICATIONS

For this project, MAV-ADP has built a diverse Team that combines high-profile aviation expertise and brings a clear understanding of the unique characteristics of Colorado, the City and County of Denver and the DEN environment. Our Team also includes M/WBE certified firms to show our continued commitment to diversity, equity, and inclusion. Joining MAV-ADP are the following six firms:

Hg Consult



Hg Consult, a Denver certified M/SBE firm, is a full-service transportation and environmental planning and roadway, multimodal, traffic and bridge design firm. Hg Consult has successfully delivered multiple projects up and down the Front Range, ranging from funding and grants, advisory and program management services, PEL studies, traffic studies, multimodal studies, environmental planning, and conceptual and preliminary engineering and design. Hg Consult currently serves DOTI with project management and design oversight for the 16th Street Mall, a trail design project, and DEN with landside transportation planning assistance for the Terminal Expansion Study.

Jviation, A Woolpert Company



Jviation, a Woolpert Company provides comprehensive professional services covering the entire project life cycle from airport development plans to onsite construction management. Jviation has an extensive experience in cost estimating, value engineering, passenger flow simulations, airspace analysis, air cargo, and in-depth knowledge of Federal Aviation Administration regulations and personnel. Jviation has been working at DEN since the inception in 2007, and has a robust understanding of the existing infrastructure and the unique complexities associated with delivering projects at DEN.

TransSolutions



TransSolutions, a certified M/WBE firm offers transportation and facility design clients a unique business proposition by combining the skills of industrial engineering and operations research. TransSolutions' airport landside consulting includes airport security and baggage systems, terminal and passenger flow analysis, and airport curbside and roadway systems. The firm has completed hundreds of analyses for airport authorities, airlines, and civil aviation administrations, successfully evaluating transportation infrastructure projects at each of the 50th largest airports in North America and 70% of the world's busiest airports. In 2019 for DEN, TransSolutions provided analysis of various elements of the Great Hall project including updated models of the AGTS platforms, SSCP wait-time assessment during construction and check-in lobby two-step bag process performance.

Jaedicke Consulting, LLC



Jaedicke Consulting LLC provides clients with a rigorous approach to airport traffic forecasting and economic analysis based on extensive industry knowledge and a detailed understanding of aviation data sources. In 2016, Ms. Jaedicke created the long-term passenger traffic forecasts used in a bid for DEN Great Hall, Jeppesen Terminal, privatization.

CIG



CIG is a Denver-based D/S/WBE certified full-service public involvement, public relations, marketing and graphic design firm. Since 2010, CIG has facilitated communication and outreach for the DEN by working collaboratively with the multitude of departments and community and stakeholder groups involved in airport projects and initiatives.

Argus Consulting

Argus Consulting is the fuels infrastructure engineering firm that specializes in program management, planning, design, digital engineering, construction administration, environmental and code compliance, asset integrity management, and operations support of fuel receiving, storage and distribution facilities and systems. For 28 years, Argus has supported the nation's busiest airports on hundreds of aviation fueling projects including bulk fuel storage facilities, aircraft hydrant fueling systems, pipeline systems, GSE vehicle fueling stations, and truck load/unloading stations.

5.2 ABILITY TO RESPOND AND OFFICE LOCATIONS

Based on our experience in similar assignments, and our review of the work scope provided by the City, we are confident the MAV-ADP Team can effectively and conveniently respond to any work efforts required. We have a proven track record of delivering quality products to our clients efficiently and cost-effectively and we invite you to learn first-hand about our capabilities by contacting our references as indicated in Section 6 - Company Experience and Qualifications.

The MAV-ADP Team for DEN includes firms who have partnered with us for many other assignments. We are familiar with each other, our capabilities, work styles, and have established solid and professional relationships. Our collective teams have established a working protocol and with the use of technology such as shared project website, virtual meetings, we have successfully delivered projects with very close coordination without the extensive needs of travel.

	Office Address	Total Staff	Professional Staff	Support Staff
MAV-ADP	382 Springfield Ave, Ste 411, Summit, NJ 07901	19	17	2
	Bat. 641-Orly Parc Rue de la Founation, 91200 Athis Mons, France	400	320	80
	5001 Spring Valley Road, Dallas, TX 75244	3	3	0
	South West 66th Street, Miami, FL 33183	1	1	0
Hg Consult	681 Meadowleaf Lane, Highlands Ranch, CO 80126	7	7	0
	1533 Locust Street, Kansas City, MO 64108	37	25	12
	206 Hollytree Court, Ballwin, MO 63021	3	2	1
	1920 Pecan Valley Drive, Leander, TX 78641	3	2	1
Jviation	720 South Colorado Boulevard, Suite 1200-S, Glendale, CO 80246	96	64	34
	931 Wildwood Drive, Suite 101, Jefferson City, MO 65109	4	3	1
	12200 NW Ambassador Drive, Suite 610 Kansas City, MO 64163	4	2	1
	1203 Walnut Street, 2nd Floor, Cincinnati, OH 45202	3	1	0
	35 South 400 West, Suite 200, St. George, UT 84770	14	10	2
	405 South Main Street, Suite 950, Salt Lake City, UT 84111	4	4	0
Trans-Solutions	14600 Trinity Blvd Ste 200, Fort Worth, TX 76155	25	20	5
Jaedicke	14 Winchester Road, Arlington, MA 02474	1	1	0
Argus	6363 College Blvd, Suite 600, Overland Park, KS, 66211	50	41	9
	3740 DaVinci Ct Suite 250, Peach Tree Corners, GA, 30092	9	9	0
	15715 S Dixie Hwy Suite 409, Miami, FL, 33157	3	3	0
	401 Franklin Ave Suite 214, Garden City, NY, 11530	3	3	0
	5055 E Washington Suite 220, Phoenix, AZ, 85034	3	2	1
CIG	1660 Lincoln St. Suite 1800, Denver, CO, 80264	39	37	2

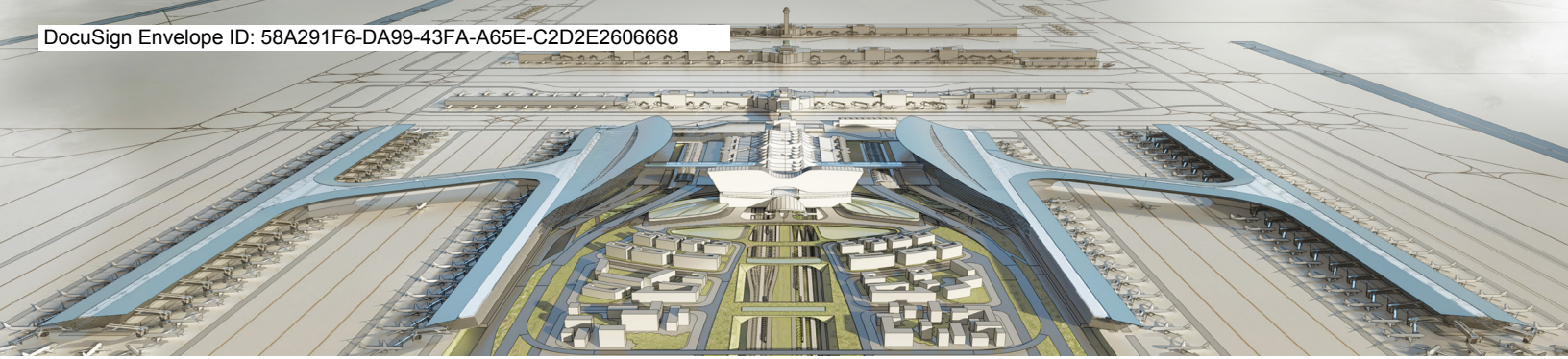
5.3 TEAM'S EXPERTISE

	MAv-ADP	Hg Consult	Jviation	TransSolutions	Jaedicke	Argus	CIG
Planning Studies and Documentation							
Master Planning / Development Planning / ALP	◆	●	●	●	●	●	●
Collection of Data / Survey / LiDAR scanning	●	●	◆	●	●	●	
Forecasts of Aviation Activities	●			●	◆		
Processing Rates / Facility Requirements / Demand and Capacity	◆			●			
Review of Policies and Procedures / SMS	◆	●	●	●		●	
Cost Estimates / Financial feasibility / BCA / Financial implementation planning & phasing	●	●	◆			●	
Land Use Plans / Zoning and On- and Off-Airport Property Assessment	◆		●				●
Airfield Security and Access Evaluation	◆	●	●				
Tech memos, reports, drawings, presentations and documentation of work products	◆	●	●	●	●	●	●
Site Selection	◆	●	●			●	
Runways / Taxiways / Aprons / Deicing Pads	◆		●				
Terminals and Concourses (Pax flow / TSA / FIS / AGTS)	◆			●			
Cargo	◆	●	●				
Aircraft Fueling / Fuel Farm Capacity and Distribution	●	●	●			◆	
Airport and Airline Maintenance	◆						●
Roadways and Transit Systems	●	◆		●	●		
General Public and Employee Parking including Fee Structures	●	◆		●	●		
Rental Cars	●	◆		●	●		
Other Support and Ancillary Tenant Concessions and Facilities	◆	●	●	●	●	●	●
Planning Studies and Documentation							
Airspace and ATC Procedures	●		◆	●			
Marking and Signing of Airfield and Aircraft Gate and Parking Areas	◆		●				
Aircraft Gate Use Assessments and Development of Plans	◆					●	●
Facility Design Reviews	◆	◆	●				
Airport Zoning	◆			●			●
Traffic Studies	●	●	●	●			
Safety Risk Management	◆		●				
Geographic Information System and Data Uploads to FAA AGIS System	◆		●				
Simulation/Modeling Capabilities (Airfield, Aircraft Gates, Terminal and Roadway Activities)	●	●	●	◆			
Coordination and Outreach							
Federal Aviation Administration and other Federal Agencies	●						◆
Colorado Department of Transportation and other State Agencies	●						◆
Denver Regional Council of Governments and other Regional Agencies	●						◆
Major Airport Stakeholders such as Airlines and Existing and Prospective Tenants	●						◆
Local County and Municipal Governments	●						◆

◆ LEAD
● SUPPORT

06

COMPANY EXPERIENCE AND QUALIFICATIONS



DENVER INTERNATIONAL AIRPORT ON CALL/TERMINAL AND CONCOURSE DEVELOPMENT PLANNING - Denver, CO | 2019 - Ongoing



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Short-term development with long-term vision
- Evaluate the impacts on real estate surrounding the existing terminal for master plan options
- Comprehensive alternatives analysis and cost assessment
- Implement phasing strategy and cost savings to maintain full operations during construction
- Expansion of an existing operational facilities
- Airspace (14 CFR Part 77 / TERPS Departure Surfaces) evaluation within defined areas
- Enabling Projects and Support Facilities to include: ARFF, Aircraft Deicing, new RON, access roadway system and vehicle parking

OWNER INFORMATION

Denver International Airport

Address: 8500 Peña Blvd, Denver, CO 80249

Contact: Mr. Bill Poole

Phone: 303.342.4518

INITIAL CONTRACT VALUE:

\$1,600,000

GROSS FEES:

\$1,600,000

PROJECT DESCRIPTION / PROJECT OUTCOME/RESULT:

MAv-ADP has been retained by the DEN Planning & Design, and Operations Department to develop a comprehensive Long-Term Vision Plan to address and meet forecasted increased traffic and operational demands. To address the specific challenges at DEN, MAv-ADP is working with our usual partners: TransSolutions (WBE) and Lea+Elliot, for the APM Systems. MAv-ADP also partnered with Hg Consult, a local Landside MBE firm to develop land transportation options that work with existing facilities and the wider roadway network. Order-of-magnitude construction cost estimates were developed to guide the overall design concept evaluations. As part of the overall evaluations, an overview of the key performance factors for each concept was provided identifying the feasibility tradeoffs and challenges

Given the magnitude of the projected increase in traffic (beyond 100 MAP), and the inability of the existing infrastructure to meet those demands, a radical re-thinking of the airport's geometry and the concept of operations for people-mover and baggage systems is required.

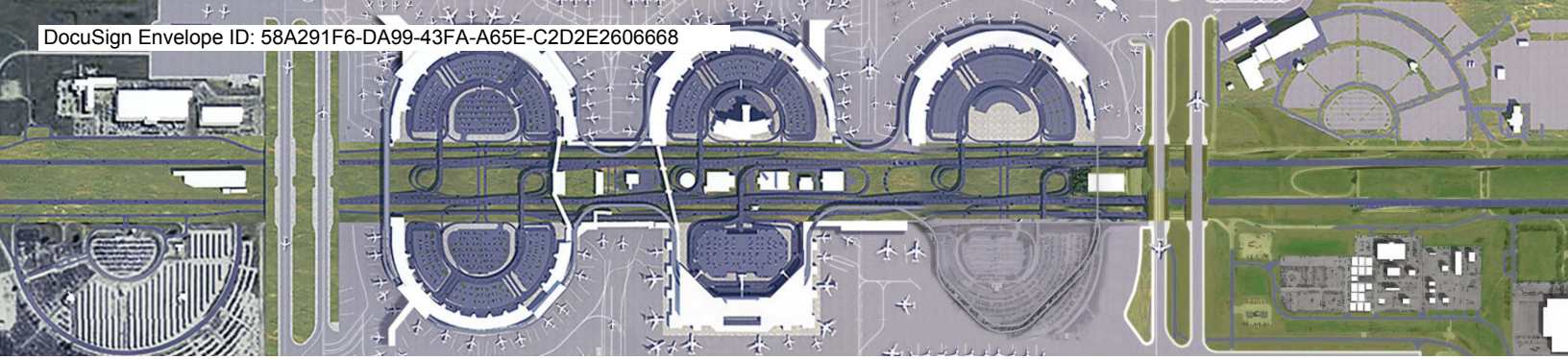
A significant portion of the short- and long- term evaluation included the enabling projects specific to airport support facilities and those specifically requested by DEN Planning group, such as Ultra Low-Cost Carrier (ULCC) site evaluation, to include an alternative for independent functional facility.

SUBCONSULTANTS:

HG Consult - 4.9% of work

TransSolutions - 1.6 % of work

(Commitment on all past and current TOs)



DALLAS FORT-WORTH INTERNATIONAL AIRPORT ON-CALL MASTER PLANNER / MASTER ARCHITECT - Dallas, TX | 2020 - Ongoing



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Master Planning
- Airport Layout Plan updates
- Airside planning including taxiways, taxi lanes, apron and gate capacity optimization
- Airfield evaluation for operational efficiency
- Comprehensive Terminal and Landside planning, including future proofing with next generation processes and technologies
- Future development scenarios looking at future trends, such as advanced air mobility, sustainable fuels, and automated vehicles
- Implementation plans for new constructions, including enabling work and staging yards

OWNER INFORMATION

DFW International Airport

Address: 2400 Aviation Dr, DFW Airport, TX 75261

Contact: Mr. Mohamed Charkas

Phone: 972.973.2245

INITIAL CONTRACT VALUE:

\$20,500,000

GROSS FEES:

\$20,500,000

PROJECT DESCRIPTION / PROJECT OUTCOME/RESULT:

MAv-ADP has been retained by DFW as the Master Planner/Master Architect (MPMA). In this role, the MAv-ADP team addresses DFW's pressing needs, while keeping an eye on the airport's long-term vision. As MPMA, MAv-ADP's role is to develop master planning development options, including: forecasting; development of Design Day Flight Schedules; demand/capacity analysis; alternatives development for short-medium-long term- development and ALP set production. The Team assists the airport in defining capital plans, and in developing program definition documents for selected projects, up to a 10% design level including all building and utility engineering concepts and specifications, using a fast-track design process. After completion of these conceptual documents, MAv-ADP transition to an owner's representative role to provide Concept Guardian services. The Team has completed several critical assignments, including the planning and design of the "High C" Gates replacement (5-gate concourse opened in June 2022); the 9-gate modular expansion of Terminals A and C; and the complete renovation of Terminal C, including capacity studies related to the Skylink (APM).

SUBCONSULTANTS:

Moody Nolan - 14.72% of work performed
 AZB - 1.55% of work performed
 JQ Infrastructure - 6.60% of work performed
 M.E.P.C.E - 4.52% of work performed
 Moye, IT: 1.92% of Work performed
 TransSolutions: 5.78% of Work performed
 Arora: 3.39%



JOHN F. KENNEDY INTERNATIONAL AIRPORT TERMINAL OPTIMIZATION & ENHANCEMENT



Queens, NY | 2017 - Ongoing

SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Integrating short-term development with long-term vision, in line with Governor's vision by creating a landmark terminal building
- The expanded T8 design embodies the principle of operational unity and simplicity for all users: passengers, airlines, and the Port Authority of New York and New Jersey
- Improved operational efficiency: fluid and flexible aircraft operations, gate usage maximization, an efficient and state-of-the-art BHS
- Comprehensive airport systems engineering
- Consistent and ongoing coordination with key stakeholders

OWNER INFORMATION

American Airlines

Address: 1 Central Terminal Area, Queens, NY 11430

Contact: Ms. Asmita Gharat

Phone: 929.218.5192

INITIAL CONTRACT VALUE:

\$4,350,000

GROSS FEES:

\$4,350,000

PROJECT DESCRIPTION / PROJECT OUTCOME/RESULT:

MAV-ADP has been retained by American Airlines to create the new One World terminal, which with the goal of establishing a new benchmark for passenger experience and operational efficiency.

Since being retained by American Airlines, MAV-ADP conducted a full-on planning and design study to determine the best course of action for the development of a One World Terminal in the near term and how the terminal can continue to grow in the long term into a Mega Terminal capable of handling up to 35 MAP. The configuration of the near-term development abandons the geometry of the original T8 area Masterplan in favor of a plan that would allow for the seamless integration of the extension on the entire north side of the airport – an important tenant of the Governor Vision Plan.

The revamped and expanded Headhouse will transform the passenger experience into something exceptional. The addition of Group V aircraft to fleet mix and the increase of international processing capacity are two major operational objectives to be realized. A strong emphasis on premium passenger handling, exceptional premium lounge facilities, and a reconfigured ATO hall are just some of the world-class amenities being designed into the new Terminal 8.

SUBCONSULTANTS:

TransSolutions: 3%



TORONTO PEARSON INTERNATIONAL AIRPORT TRANSFORMATIVE CAPITAL PLAN

Mississauga, Ontario, Canada | 2019 - Ongoing



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Innovate considerations to develop a Transformative Capital Plan
- Short-term development and long-term planning
- Airside and Terminal planning
- Land Use Planning
- Holistic approach to airport development
- Sustainable strategies
- Comprehensive alternatives analysis and cost assessment
- Government and stakeholder engagement

OWNER INFORMATION

Greater Toronto Airport Authority

Address: 6301 Silver Dart Dr, Mississauga, ON L5P 1B2, Canada

Contact: Mr. Nelson Oliveira

Phone: 416.247.7678

INITIAL CONTRACT VALUE:

\$510,000

GROSS FEES:

\$355,000

PROJECT DESCRIPTION /PROJECT OUTCOME/RESULT:

MAv-ADP, along with Zeidler Architects, has been retained by the Greater Toronto Airport Authority (GTAA) to develop a Transformative Capital Plan for the future and post pandemic world. The Team is working to define a Vision for the future development of the airport that informs the definition of needed capital projects, programs, financial requirements, and an implementation plan to meet anticipated long-term (2056) demand. MAv-ADP is using a holistic approach to address priority issues set forth by GTAA, including Smart Capacity, Customer Experience, New Revenue Sources, Digitalization of the Airport and Sustainability. The study focuses on alternatives and solutions to address airside, terminal, and landside capacity constraints and requirements.

One of the primary components is to develop smart capacity scenarios to grow the airport to meet the forecast demand at different Planning Activity Levels. MAv-ADP is looking at several holistic development pathways. One key consideration of the Plan is to determine the best option for the future of the ageing Terminal 3 and the impacts on the Capital Projection. This working stream also considers future proofing needs, including accommodating new mobility trends such as advanced air mobility, the next generation of aviation fuel - SAF or Hydrogen, or innovative land use plans to generate new revenue sources.

SUBCONSULTANTS:

Subconsultants were not engaged for this project



CHARLES DE GAULLE INTERNATIONAL AIRPORT MASTER PLANNING STUDIES

Paris, France | 2014 - Ongoing



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Long-term Master Plan with short and medium-term implementation plans to follow different Planning Activity Levels
- Comprehensive planning process including Existing Condition, Forecasting, Demand/Capacity Analysis, Facility Requirements, Alternative Development and Constructability
- Airside circulations, simulations, and airspace analysis
- New roadway system and ground transportation / Air-Rail connectivity / new parking structures
- Implementation of sustainable strategies to reduce energy consumption / Central Utility Plant using Cogeneration and Geothermal Energy
- Multi-project construction program at the busiest airport hub in continental Europe

OWNER INFORMATION

Charles De Gaulle International Airport

Address: 95700 Roissy-en-France, FRANCE

Contact: Mr. Marc Houalla

Phone: +33 1 4862 9595

INITIAL CONTRACT VALUE: \$9,000,000

GROSS FEES: \$9,000,000

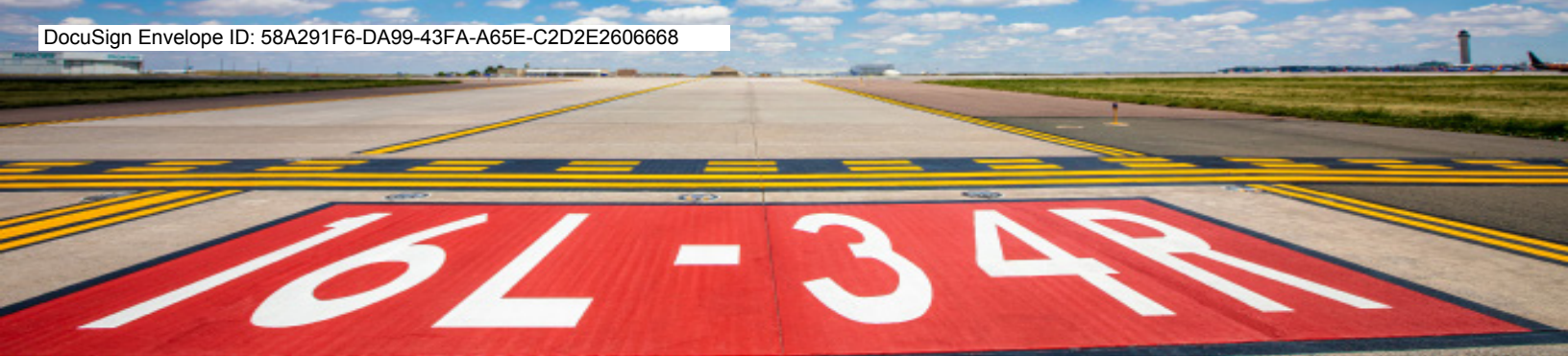
PROJECT DESCRIPTION /PROJECT OUTCOME/RESULT:

In 2014, Groupe ADP initiated a comprehensive Master Plan update to address the following: increasing the passenger capacity to cope with the forecast demand of 120 MAP by creating future proof terminal passenger processing facilities, improving the airfield efficiencies to accommodate the growth of aircraft operations, improving landside accessibility and capacity, developing multimodality as part the Grand Paris Metro development, enabling new mobility trends, including Advanced Air Mobility, optimizing existing facilities and ensuring a smart restoration of the assets, leveraging the available real estate to diversify revenues and develop the airport city, and reducing the carbon footprint with a goal of net zero by 2030. Given the magnitude of the projected increase in traffic (beyond 100 MAP), and the inability of the existing infrastructure to meet those demands, a radical re-thinking of the airport's geometry and the concept of operations for people-mover and baggage systems is required.

The master plan studies were used to define the 5-year capital plan and investments negotiated between ADP and the French government. A worldwide benchmarking effort of large hub airports was conducted as part of the studies.

SUBCONSULTANTS:

All work performed in this project has been completed in house.



DENVER INTERNATIONAL AIRPORT RUNWAY 16L-34R AND TAXIWAY Z PAVEMENT REHABILITATION - Denver, CO | May 2020 - October 2021



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Replacement of deteriorated Portland Cement Concrete Pavement (PCCP) slabs
- Improve Taxiway Safety Areas from Aircraft Design Group IV to Group V
- Bump analysis design alternatives analysis and cost assessment
- Update the electrical and lighting systems with new LED fixtures, transformers, cables, signs, constant current regulators, and accessories
- Modified hold-line on Taxiway F1
- Survey and mapping
- Cost estimating
- FAA standards compliance

OWNER INFORMATION

Denver International Airport

Address: 8500 Peña Blvd, Denver, CO 80249

Contact: Mr. Brent Nichols, P.E.

Phone: 303.342.2656

INITIAL CONTRACT VALUE:

\$25,000,000

GROSS FEES:

\$863,000

PROJECT DESCRIPTION /PROJECT OUTCOME/RESULT:

Jviation was retained by DEN AIM Development Department to support the airport's on-going annual airfield maintenance program to rehabilitate pavement for Runway 16L-34R and Taxiway Zulu (Z).

Part of the rehabilitation program, Jviation provided engineering investigations, preliminary and final design services, cost estimating, survey, bidding services, and construction administration services for this project. The project scope included panel removal and replacement, joint seal replacement, and airfield lighting upgrades throughout the complex. A site investigation to identify the existing concrete panels that required rehabilitation was completed as part of this design.

Jviation was able to provide the Airport with a cost-effective budget by initiating cost savings methods and utilizing already-available resources.

SUBCONSULTANTS:

105 West - 22% of work performed
KDG Engineering - 1.4% of work performed
Shrewsbury - 6.5% of work performed



CDOT

CO 7 CORRIDOR (BRIGHTON TO BOULDER)

Boulder, Broomfield, Adams County | 2020 - Ongoing



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Developed Corridor Development Plan for 25-mile suburban corridor for design and environmental projects
- Collaborated with a Technical Advisory Committee and Corridor Coalition from the corridor jurisdictions
- Performed design and studies for roadway, BRT, bicycle, and pedestrian improvements
- Assisted in program management, consultant procurements, quality controls, and budget/schedule controls
- Developed design and construction cost estimates
- Facilitated funding and grant applications
- Developed Implementation Plan

OWNER INFORMATION

CDOT

Address: 4670 Holly Street, Denver, CO 80216

Contact: Mr. Ryan Sorensen, P.E.

Phone: 720.666.1926

INITIAL CONTRACT VALUE:

\$550,000

GROSS FEES:

In Progress

PROJECT DESCRIPTION /PROJECT OUTCOME/RESULT:

Hg Consult led a team to develop a prioritization and delivery plan (Corridor Development Plan) for the preliminary engineering and environmental analysis for the 25-mile corridor. Hg managed a collaboration with local agencies to determine the scope of preliminary design, traffic analyses, and environmental analyses for priority projects. Hg is currently overseeing and managing the program of preliminary engineering and plans, traffic studies, technology, environmental analyses, and transit studies – a program design budget of \$19M. Oversight includes funding, grants, agency coordination, agency and public communications, technology deployment, and budget/schedule/quality controls.

Overall program includes multimodal improvements for an emerging urban/suburban corridor, including BRT, bike and pedestrian facilities, technology deployment, and highway/roadway improvements. The program construction estimate, depending on time of delivery, ranges between \$700M and \$900M.

Hg activities include oversight and management of the program delivery entailing program management, accountability, communications, grants and funding, technical support, and controls.

SUBCONSULTANTS:

Hg was a subconsultant for this project



DENVER INTERNATIONAL AIRPORT GREAT HALL PROJECT

Denver, CO | 2016 - Ongoing



SCOPE OF WORK / PROJECT HIGHLIGHTS:

- Coordinating and supporting all day-to-day project communications with internal DEN stakeholders as well as the public.
- Drafting and coordinating all construction impact notices to internal stakeholders on a weekly schedule.
- Assisting in crafting key messages for the project.
- Providing graphic design needs for all construction impact materials and public information tools.
- Playing a key role in developing materials for helping stakeholders navigating construction schedules and impacts.
- Ensuring adjacent project, partners and departments are communicated with so the terminal can remain operational and successful throughout construction.

PROJECT DESCRIPTION /PROJECT OUTCOME/RESULT:

In 2016, CIG was hired by DEN to develop and implement strategic communication and public affairs plans for the Great Hall redevelopment and relocation of ticketing and TSA screening operations. Our team was initially responsible for working with the Great Hall Partners to move the Great Hall project from the predevelopment agreement to an approved contract by city council. City Council approved the initial project in 2017 and CIG transitioned into an oversight role helping GCM manage the Great Hall Builder's communications team.

In 2020, a new contractor, Hensel Phelps, was selected to move the Great Hall Project forward through Phases 1 and 2 of the project. In 2021 Phase 1 delivered: new check-in areas designed in ticketing pods for United and Southwest Airlines. These spaces also include wider balconies, new lighting, flooring and bathrooms. Since then, CIG has continued to provide support under on this project while undergoing Phase 2 construction.

OWNER INFORMATION

Denver International Airport

Address: 8500 Peña Blvd, Denver, CO 80249

Contact: Ms. Mindy Crane

Phone: 720.361.5682

CONTRACT VALUE:

Task Order based contract with LS Gallegos:
\$524,325 for 2022

SUBCONSULTANTS:

CIG is a subcontractor to LS Gallegos on this project



07 RESUMES





JOEL COUILLANDEAU

PRINCIPAL-IN-CHARGE



Joel is the CEO of Merchant Aviation, LLC and brings 20 years of experience in aviation planning and design. He has a multidisciplinary engineering background and specializes in the planning and management of large and complex projects with their demanding requirements for integrating master planning, architecture, engineering and building systems.

EDUCATION

Master's Degree
in Technology
Policy, University of
Cambridge England

Master's Degree in
Civil Engineering,
Ecole Nationale des
Ponts et Chaussées
France

PROFESSIONAL
REGISTRATIONS/
CERTIFICATIONS
Ecole
Polytechnique,
France

YEARS OF
EXPERIENCE
20 Years

YEARS WITH FIRM
18 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Strategic Project Leadership
- ✓ Project and Program Management
- ✓ Airport Planning Management
- ✓ Coordination of Multidisciplinary Planning & Design Teams
- ✓ Master and Vision Planning

PROJECT EXPERIENCE

- **Denver International Airport On-Call / Terminal and Concourse Development Planning** (Denver, CO), *Project Director, 2019 - Ongoing*
 - Strategic planning for the long-term development of DEN to accommodate growth and consolidate operations.
 - Responsible for the general oversight of the project.
 - In-charge of contract and budget management with Denver.
- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Project Director, 2020 - Ongoing*
 - Responsible for the overall success and delivery of all master planning and programming tasks.
 - Leads the Master Plan and Future Development Planning for capacity expansion.
 - Oversees Planning/Programming of the Central Terminal Area Expansion.
 - Manages the overall contract with DFW and ensures in-time submittal of deliverables, QA/QC, and budget compliance.
- **John F. Kennedy International Airport T8 Capacity Enhancement Program & Redevelopment Design** (Queens, NY), *Project Director, 2016 - 2019*
 - Oversaw the development of near-and long-term plans to meet passenger growth demand of 35 MAP and Expansion of T8 gate and processor capacity.
 - Accountable for overall success of project, acted as single point of contact for client.
 - Ensured entire team delivered project according to contract, on time and on budget.
- **Paris Charles de Gaulle International Airport T4 Project** (Paris, France), *Project Director, 2018*
 - 40 MAP new terminal interconnected with existing terminals with landside and airside APM, including multi-modal connection.
 - Led planners in developing and evaluating alternatives to meet program objectives of airside, landside, and terminal development with a focus on multi-modal/ regional connectivity.



AHMED SOUA

PROGRAM MANAGER

Ahmed leads Merchant Aviation's Airport Planning Department and brings over 25 years of experience as a civil engineer and project manager within the airport sector. Ahmed specializes in passenger terminal planning and design and utilizes his experience in directing major airport planning projects. Ahmed has an active planning and design role in many of Merchant Aviation's projects, including the Dallas/Fort Worth International Airport (DFW) Terminal Master Planning project and the Denver International Airport (DEN) Terminal and Concourse Development Planning.

EDUCATION

Bachelor's Degree
in Civil Engineering,
ENSAM, Paris,
France

Master's Degree in
Applied Mechanics
for Construction,
University of Paris
VI and ENSAM
specialization,
Paris, France

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

ENSAM,
France

YEARS OF EXPERIENCE

25 Years

YEARS WITH FIRM

25 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Terminal Planning
- ✓ Project and Design Management
- ✓ Worldwide Experience
- ✓ Constructibility Analysis
- ✓ Coordination of Complex Projects

PROJECT EXPERIENCE

■ **Denver International Airport On-Call / Terminal and Concourse Development Planning (Denver, CO), *Project Manager 2017 - Ongoing***

- Strategic planning for the long term development of DEN to accommodate growth and consolidated operations.
- Leads the development of the Program Definition Report for the long term terminal development vision to meet growth in passengers and operational demands.
- Leads team member and sub consultant coordination for completion of deliverables on time and within budget.

■ **Dallas/Fort Worth International Airport On-Call Master Planner / Master**

Architect (Dallas-Fort Worth, TX), *Project Manager, 2020 - Ongoing*

- Leads the day to day organization of the projects.
- Lead Planner for the Master Plan and Future Development Planning.
- Led and coordinated the Planning/Programming of the Central Terminal Area Expansion, a \$2.3B redevelopment program.
- Coordinates work and deliverables with team members and sub consultants.

■ **Dallas/Fort Worth International Airport, TX, Terminal Master Planning**

(Dallas-Fort Worth, TX), *Project Manager, 2016 - 2019*

- Assistance to American Airlines and DFW to define a long term vision for the Passenger Terminal Area, in response to growth in operations and passenger traffic.
- The Team worked to improve operational efficiency and passenger experience, while minimizing impact on existing operations.
- Developed programmatic requirements and concepts of operations based on AA network planning, customer experience and corporate real estate requirements, to create a new vision integrating all airside, landside and terminal components in connection with existing facilities.
- Led the day-to-day management of the project, and coordination of master plan effort and subsequent program definition.



PAWEL R. MANKOWSKI

DEPUTY PROGRAM MANAGER

Pawel is a senior airport planner and senior project manager, with more than 24 years of progressive experience in both the private and public aviation sector. Pawel has provided a wide-range of airport planning, system planning, strategic/vision planning and airfield design services to over 160 domestic and international airports and military installations. Pawel specializes in gate optimization programs, airfield design and operational efficiency.

EDUCATION

B.Sc.,

Management of
Technical Operations
Diploma, Aviation
Management

Prior to joining Merchant Aviation, Pawel worked at the Denver International Airport in the Planning and Design group as the Principal Airport Planner, providing strategic planning advice on short-, medium-, and long-term planning initiatives, developed strategic alternatives regarding planning goals and developed recommendations on highly visible or sensitive issues to planning staff, the public, and stakeholders.

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

American
Association of
Airport Executives:
Certified Member
(C.M.)
Airports Council
International (ACI)
Airport Operations
Diploma Certificate
No. 50688
Airside Operations.
Certificate No.
4006029
Terminal and
Landside Operations
Certificate
No.4006030
- Airport Business
Operations.
Certificate No.
4006032

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Strategic & Vision Planning
- ✓ Airport Master Planning
- ✓ Airport Layout Plan Sets
- ✓ Site Selection and Alternatives
- ✓ Air Cargo Site Development
- ✓ Gate Optimization Program
- ✓ 14 CFR Part 77
- ✓ Project/Client Management
- ✓ World Class Hub Airport
- ✓ Centralized Deicing Facilities

PROJECT EXPERIENCE

- **Denver International Airport** (Denver, CO),
Principal Airport Planner, 2017 - 2022
 - Performed specialized, professional airport planning and design work developing the vision for airport growth, while maintaining and improving existing airport infrastructure and its vital operations.
 - Key projects: Concourse Expansion Program to add 39 new gate, 7th and 8th Runway Study, Ultra Low Cost Carrier and Aircraft Maintenance Site Evaluations, Aircraft Deicing Facilities examination, Air Cargo improvements and future development, Runway and Taxiway system assessment.
- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX),
Subject-Matter Expert / Senior Airport Planner, 2022 - Ongoing
 - Provides expertise on airfield operations and airfield design.
 - Reviews Central Terminal Area Expansion plans including 9 new gates.
 - Performs QA/QC on new apron gates optimization and design work to tie-in into the existing infrastructure.
- **Westchester County Master Plan Update** (Westchester, NY),
Deputy Project Manager, 2022 - Ongoing
 - Evaluates the existing airfield conditions and optimizes future operational efficiency.
 - Participates in general public outreach programs and presentations.

YEARS OF EXPERIENCE

24 Years

YEARS WITH FIRM

6 Months



KIRAN MERCHANT

SPECIAL ADVISOR/ STRATEGIC PLANNING



Kiran has over 30 years of experience in aviation planning, design and construction management in large scale aviation projects. Kiran is an expert in leading complex aviation capital projects from inception through completion, while balancing operational efficiency, level of service and business viability.

EDUCATION

Master of Urban
Design and Planning,
Pratt Institute

Bachelor of
Architecture,
L.S. Raheja School
of Architecture, India

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Council of
Architecture, India
1987

Professional
Associations American
Association of Airport
Executives & Airports
Consultants Council
Steering Committee

Airport Master Plan
Peer Review Panels

ACRP Advisory Panels

YEARS OF
EXPERIENCE
30+ Years

YEARS WITH FIRM
8 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Airside and Terminal Planning
- ✓ Facility Design Management
- ✓ Project/Program Management
- ✓ Master Regional Planning
- ✓ Strategic Vision Planning
- ✓ Construction Management
- ✓ Security and Baggage System
- ✓ Design Implementation
- ✓ FAA Building Code Compliance
- ✓ Residential and Commercial Building Design

PROJECT EXPERIENCE

■ Denver International Airport On-Call / Terminal and Concourse Development Planning (Denver, CO), *Principal-in-Charge, 2017 - 2022*

- Provides strategic planning for the long-term development of DEN to accommodate growth and consolidate operations.
- General oversight of the program and liaison with DEN executive team.
- Assists the airport in organizing the stakeholder engagement and workshops with all airlines.

■ Dallas/Fort Worth International Airport Terminal Master Planning (Dallas-Fort Worth, TX), *Principal In Charge, 2016 - 2019*

- Provided strategic guidance to (American Airlines) AA and DFW to define a long term vision for the Passenger Terminal Area in response to the growth in operations and passenger traffic.
- The Team worked to improve passenger experience, connection times, and operational efficiency of baggage connectivity.
- Worked closely with AA network planning, customer experience and corporate real estate departments to create a new vision integrating all airside, landside, and terminal components with existing facilities.
- Provided technical oversight.
- Supported day to day project team with specific technical challenges.

■ Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect (Dallas-Fort Worth, TX), *Strategic Advisor, 2020 - Ongoing*

- Planning/Programming and Concept Guardian for the replacement of 5 gates at Terminal C, and the broader Central Terminal Area Expansion, a 2.3 B redevelopment program including the addition of 9 gates, complete refurbishment of Terminal C.
- Provided general oversight of the project and executive client liaison.
- Provided strategic guidance and technical support to the team.



RAYMOND QUESADA

QUALITY ASSURANCE/ QUALITY CONTROL



Ray has over 40 years of experience in Project Management, Construction Management, and Architecture in the San Francisco Bay Area, including over 20 years devoted to airport design and construction at the San Francisco International Airport. Ray brings strong team building abilities and creates an environment where a cooperative and creative team can excel. Ray is an expert in design build terminal development programs and has been responsible for delivering large scale airport infrastructure projects from inception to completion.

EDUCATION

University of
California, Berkeley
Architectural Studies

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Architectural License
C017912,
State of California

YEARS OF EXPERIENCE

40+ Years

YEARS WITH FIRM

2 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Project Management
- ✓ Terminal Design
- ✓ Construction Management
- ✓ System Integration
- ✓ Design Management
- ✓ Vision Planning Transportation and Construction

PROJECT EXPERIENCE

- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Lead Coordinator 2020 - Ongoing*
 - Planning/Programming and Concept Guardianship of the Central Terminal Area Expansion, a \$2.3B redevelopment program including the addition of 9 gates, complete refurbishment of Terminal C, airside & landside improvement works, as well as the replacement of 5 gates at Terminal C, using modular construction.
 - Ensures coordination between the concurrent projects: interface management, consistency between projects.
 - Coordinates Concept Guardian reviews to ensure compliance with design intent.
 - Organizes work and deliverables between the Team Leads and subconsultants.
- **Auckland International Airport Integrated Terminal Program** (New Zealand), *Design Manager 2019 - 2020*
 - \$1.2 B (NZD) Domestic Jet Hub which will integrate domestic airline operations into the current International Terminal as part of the Integrated Terminal Development Program.
 - Program Requirements, Stakeholder and Interface Lead providing assistance to the design team.
 - Design Management, Construction Management, Stakeholder.
- **Transbay Transit Center, for the Transbay Joint Powers Authority** (San Francisco, CA), *Design Manager 2019 - 2020*
 - Five-story, 1 million square foot transportation hub comprised of two below grade rail levels to serve future Caltrain and California High-Speed Rail, ground floor and above-grade bus levels, and a 5.4 acre rooftop public park.
 - Design Manager responsible for monitoring design consultant progress in terms of budget, schedule and design criteria conformance in the final phase of construction document development as the project transitioned into construction services (public bidding) procurement and construction.



PAUL FERNANDEZ

FACILITIES PLANNING LEAD

Paul is Merchant Aviation's Vice President for Terminal Planning and has over 40 years of planning and architectural experience in Airport and Transportation Master Planning, Architectural Design, and large scale Project Management.

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Terminal Planning & Design
- ✓ Facility Design Management
- ✓ Master Regional Planning
- ✓ Strategic Vision Planning
- ✓ Program Management
- ✓ Security and Baggage System Design Implementation

PROJECT EXPERIENCE

- **Denver International Airport On-Call / Terminal and Concourse Development Planning** (Denver, CO), *Lead Terminal Planner 2017 - 2022*
 - Strategic planning for the long term development of DEN
 - Developed alternative master plans and a long term terminal development vision to meet forecasted passenger and operational growth, with a holistic landside solution, including strategic commercial development
 - Presented the options to the Airport Executive team and all Airlines stakeholders and assisted in the evaluation of alternatives and selection of the preferred options
- **Dallas/Fort Worth International Airport Terminal Master Planning** (Dallas-Fort Worth, TX), *Lead Terminal Planner, 2016 - 2019*
 - Lead Planner assisting American Airlines (AA) and DFW to define a long term vision for the Passenger Terminal Area in response to the growth in operations and passenger traffic.
 - The Team worked to improve passenger experience, connection times, operational efficiency and baggage connectivity.
 - Worked closely with AA network planning, customer experience and corporate real estate departments to create a new vision integrating all airside, landside, and terminal components with existing facilities.
 - Developed master plan options for the expansion and consolidation of the Terminal Area.
 - Oversaw the development of program definition documents for the selected option.
- **John F. Kennedy International Airport, NY, Terminal 8 Capacity Enhancement Program & Redevelopment Design** (New York City, NY), *Lead Aviation Planner, 2016 - 2019*
 - Developed near and long term plans to meet passenger growth demand of 35 MAP.
 - Supported expansion of Terminal 8 gate and processor capacity, with enhanced passenger experience and operational efficiencies.
 - Responsible for overall Aviation planning aspects of the project.
 - Oversaw the team daily and developed all terminal area planning concepts.
 - Attended all key project meetings and consultations.

EDUCATION

Bachelor of Science, Bachelor of Architecture
Rensselaer Polytechnic Institute

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Registered Architect: NY, NJ

Professional Associations American Institute of Architects

YEARS OF EXPERIENCE

40 Years

YEARS WITH FIRM

6 Years



RENAUD BOIDIN

OPERATIONS AND PERFORMANCE PLANNING LEAD



Renaud is an experienced senior aviation planner, with 18 years of experience in the aviation industry. He has been involved in major planning projects within Groupe ADP, both on CDG and ORLY Airports in Paris, France. He started his carrier in the group's Ground Handling Division, where he held several positions including Duty Station Manager at CDG Airport. As an airport planner, he took an active role at the onset of the 2014 - 2018 CDG Master Plan update and conducted several traffic forecasting, capacity analysis and facility requirement studies for Paris Airports.

EDUCATION

Master of Airport Management and Development,
Florida Institute of Technology,
Melbourne FL,

Master's Degree in Aeronautics Engineering,
Ecole Nationale De L'aviation Civile
Toulouse, France

YEARS OF EXPERIENCE

18 Years

YEARS WITH FIRM

18 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- | | |
|---|-------------------------|
| ✓ Airport Forecasts and Capacity Analysis | ✓ Strategic Planning |
| ✓ Program Management | ✓ Master Planning |
| ✓ Project/Client Management | ✓ Terminal Planning |
| | ✓ Innovation Management |

PROJECT EXPERIENCE

- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Airport Planner 2020 - Ongoing*
 - Coordinates miscellaneous task orders on an as-needed basis with the Airside Planning team
 - Coordinated the program definition for the Terminal efficiencies project, including airlines relocation and terminal improvements
 - Developed the functional program for the planning/programming of High C Gate Renovation replacement project
- **Newark Liberty International Airport, Terminal A Redevelopment ORAT Support and AirTrain Benchmark Study** (Newark, NJ), *Senior Operations Planner 2020 - Ongoing*
 - Reviewed and updated the customer experience design criteria for the Air Train replacement design build tender
 - Provides advisory services to the Port Authority for the ORAT of the new Terminal A including: the review of the CONOPS, SOPS and Response Plans documents, and the review of the Trials and Familiarization packages and any other ORAT materials submitted by the future operator
- **Toronto Pearson International Airport, Transformative Capital Plan** (Toronto, ON, Canada), *Senior Airport Planner, 2021 - Ongoing*
 - Advises the Greater Toronto Airport Authority on the strategy to deliver the Transformative Capital Plan.
 - Coordinates and leads stakeholders discussions for several key elements, including: Passenger Experience, Operational Performance and Efficiency, Revenue Diversification and Digital Future.
 - Provides global benchmarks to help positioning the projects around the corporate business challenges and opportunities
 - Conducts alternative analyses and business-cases the short-listed projects.



JERRY MUGG, PE

LANDSIDE PLANNING LEAD

Jerry has successfully delivered multiple major programs and projects for transportation infrastructure owners, including both highway and transit agencies. He has successfully served as Project Director on several major highway and bridge design-build projects and program management assignments. In addition, he has led and managed a wide variety of projects, including complex highway corridor planning and engineering design projects, major investment studies, PEL studies, environmental impact statements, toll feasibility studies, general engineering consultant services for toll agencies, major interchange design projects, and transit studies.

EDUCATION

Masters in Engineering
Management
(Progress) Kansas
University
Bachelor of Science
Civil Engineering
University of Missouri-
Rolla

CAPABILITY AND SPECIALTY EXPERIENCE

- | | |
|---------------------------|-----------------------------|
| ✓ Transportation Planning | ✓ Conceptual Roadway Design |
| ✓ Environmental Planning | ✓ Implementation Planning |
| ✓ Transit Planning | ✓ Funding & Grants |
| ✓ Traffic Operations | ✓ Public Involvement |

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer
Colorado, Kansas
ACEC Colorado
WTS Colorado
Chi Epsilon
ARTBA Young
Executive Leadership
Alum

YEARS OF
EXPERIENCE
35+ Years

YEARS WITH FIRM
6 Years

PROJECT EXPERIENCE

- **Denver International Airport Terminal Expansion Study** (Denver, CO),
Project Manager, 2021 - Ongoing
 - Led the landside planning in assistance to the Study Team. Assessments and evaluations were provided for multiple expansion concepts considering highway design principles, traffic operations, and physical feasibility. Conceptual cost estimates were incorporated into an overall landside evaluation including operations, feasibility, constructability, and ability to be phased.
- **CDOT R1/R4 CO 7 Corridor (Brighton To Boulder)** (CO),
Project Manager, 2020 - Ongoing
 - Collaborate with local agencies for a Corridor Development Plan for the 25-mile corridor. An overall plan and project priorities was developed for the preliminary design and environmental studies for roadway, BRT, and bicycle and pedestrian improvements. Based on the adopted plan, Jerry is managing and overseeing the corridor-wide studies and activities, preliminary design, and environmental planning. Hg is providing overall program assistance with design and budget controls.
- **CDOT R2 Trinidad Multimodal Study** (Trinidad, CO),
Project Manager, 2021 - 2022
 - A multimodal study to address I-25 access, connectivity within the City, and circulation within Downtown. The study entailed multimodal planning and traffic studies with preliminary engineering designs and cost estimates. It included assessments of traffic safety, interchange access, complete streets, and trail connections. Projects were prioritized with an implementation plan and funding strategies supported by an Advisory Committee and public meetings.



JAVIER GONZALEZ

IMPLEMENTATION PLANNING LEAD

Javier brings over 30 years of professional aviation program experience and is an accomplished senior program manager and practice leader. Javier has fostered, initiated, and managed relationships with clients and partners to develop and perform programs and projects, promote synergies, and ensure seamless client service based on shared mission objectives and technical excellence. Javier has played a key role as a project manager, architect and planner for numerous aviation assignments worldwide.

EDUCATION

Bachelor of
Architecture,
University of Miami,
Florida 1996
(accreditation)

Bachelor of
Architecture and
Urban Design,
I.S.P.J.A.E.,
Havana, Cuba, 1990

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Envision
Sustainability
Professional
(ENV SP), Institute
for Sustainable
Infrastructure, 2016

Airports Planning
Workshop, IATA
Certificate, 2007

YEARS OF
EXPERIENCE
30 Years

YEARS WITH FIRM
3 Months

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Project Management
- ✓ Construction Management
- ✓ Feasibility Studies
- ✓ Master Planning
- ✓ Facility Planning
- ✓ Worldwide Experience

PROJECT EXPERIENCE

- **Embassair FBO Terminal Construction** (Opa Locka, FL), *Project Coordinator, 2022-Ongoing*
 - Participated in the technical reviews and development of required documentation and justification to support the investment authorizations.
 - Participated in the Owner's Rep advisory services to the Client.
 - Participated in the development of Standard Operating Procedures, planning of trainings and trials, and definition of activation strategies to mitigate delays.
- **EPC (Engineering Procurement Construction) Independent Engineer Services, Queen Alia International Airport** (Amman, Jordan), *Project Director, 2008 - 2016*
 - Services included the monitoring of EPC contract construction works progress and schedule compliance for the rehabilitation, expansion and operation of Queen Alia International Airport in Amman.
 - Specific duties included the monitoring and review of overall construction progress, certification of payment requests, quality control oversight and responsible for monitoring the project financial budget and meeting the project's quality goals.
- **Technical Advisory Services for the Expansion of Sir Seewoosagur Ramgoolam International Airport** (Mauritius), *Project Director, 2009 - 2016*
 - Services included assistance to the client during the selection and appointment of the EPC Contractor, provide technical and financial input and advise on the terms and conditions of the EPC Agreement, assess and validate the detailed design, assist the client with the supervision of the works, the testing and commissioning of the terminal on completion, and with the remedy of potential defect liabilities thereafter and make fair determination within the meaning of the EPC Agreement.
 - Specific duties include the advisory and setting up of the branch operating in Mauritius and monitoring the project financial budget.



BEN GONZALES, PE

DATA COLLECTION, SURVEYS, LIDAR/
COST ESTIMATES/ BCA/ CIVIL ENGINEERING

Ben has a diverse civil engineering background including experience in aviation, land development, and public works. He is adept at designing projects on active airfields and coordinating multiple components and team members to ensure that design and construction phases and schedules are not delayed. Ben has spent a significant portion of his aviation career managing projects at Denver International Airport (DEN).

EDUCATION

B.S., Civil Engineering

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer,
CO, #37608

YEARS OF EXPERIENCE

30+ Years

YEARS WITH FIRM

14 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Delivering projects at DEN for over 20 years
- ✓ Strong Understanding of DEN stakeholders, systems, and materials
- ✓ Significant cost estimating experience for DEN projects

PROJECT EXPERIENCE

- **Denver International Airport Runway 16L/34R & Taxiway Z Rehabilitation** (Denver,CO), *Project Manager, 2020 - 2021*
 - Provided engineering investigations, preliminary and final design services, cost estimating, survey, bidding services, and construction administration services for this project. The project scope included panel removal and replacement, joint seal replacement, and upgrading the airfield lighting throughout the complex.
- **Denver International Airport Future Runways Rough Order-of-Magnitude Cost Estimating Study** (Denver,CO), *Project Manager, 2018*
 - Completed ROM estimates for four of the six runway alternatives.
- **Denver International Airport Terminal and Concourse Expansion Site Impact Study** (Denver, CO), *Project Manager, 2016*
 - The goal of the Terminal and Concourse Expansion Site Impact Study was to identify and quantify civil infrastructure that will be required for Concourse F (West Concourse), Concourse G (East Concourse), Processor (South Terminal), and Mod 0 T-Gates. The first phase included quantifying impacts to existing civil site infrastructure and identifying proposed facilities that would be required for the development sites. The second phase was to provide this narrative to accompany the quantity tabulation to aid with the cost estimating.
- **Denver International Airport Taxiway Echo/Echo Design** (Denver,CO), *Project Manager, 2021*
 - Completed the design of the full length of Taxiway EE from Taxiway L on the west end to Taxiway ED on the east end. The design included taxiway lighting and signage, lighting vault capacity analysis and circuit installation, and full depth pavement construction. Significant earthwork cut was required to achieve the required taxiway centerline gradient to meet FAA Airport Design Group V criteria.



MANUEL MORENO LAGOS

FORECASTING

Manuel is a Senior Expert in Traffic Forecasting and Air Service Development. He has more than 15 years of experience after working in air service development roles in airports in the U.S. and in Europe, and as a network planner for Latin American airline. Manuel brings strategic commercial knowledge of the industry, after participating in key management decision processes which allowed an ultra low cost airline to become profitable during the pandemic, and after identifying and providing essential data and market insights to airlines, which allowed them to grow and increase their connectivity in several airports including Denver and other airports in Spain such as Madrid, Barcelona, Malaga, Valencia and Ibiza.

EDUCATION

Master's Degree
in Airport Planning and
Management,
Cranfield University,
United Kingdom
2006 - 2007

Bachelor's Degree in
Industrial and
Systems Engineering,
Monterrey's
Technological Institute,
Mexico City Campus
2000 - 2005

Associate Member,
Royal Aeronautical
Society of London,
2013 - present

YEARS OF
EXPERIENCE
15 Years

YEARS WITH FIRM
3 Months

CAPABILITY AND SPECIALTY EXPERIENCE

- | | |
|--|-------------------------------------|
| ✓ Airlines | ✓ Charters and Tour Operators |
| ✓ Air Service Development | ✓ Fleet Planning |
| ✓ Air Service Incentives | ✓ Strategic Market Analyses |
| ✓ Airline Revenue Management | ✓ Passenger and Revenue Forecasting |
| ✓ Aviation Marketing | ✓ Tourism |
| ✓ Business Cases and Feasibility of New Routes | |

PROJECT EXPERIENCE

- **Denver International Airport** (Denver, CO),
Senior Manager, Air Service Development, 2014 - 2017
 - Analyzed the market to identify unserved and underserved destinations.
 - Prepared business cases and forecasts of new potential routes or additional frequencies, and presented them to airlines at their headquarters and at conferences such as World Routes or Routes Americas.
 - Assisted update the airport's air service incentive program and coordinated its implementation with airlines that opened new routes.
 - Worked with external stakeholders such as tourism authorities, ski resorts, economic development agencies, government authorities , consultants and suppliers.
- **VivaAerobus** (Mexico City, Mexico),
Senior Manager, Network Planning, 2017 - 2022
 - Responsible for analyzing the market, identifying growth opportunities and tracking competitors.
 - Prepared business cases of potential routes and made recommendations of new routes to launch. Manuel and his team opened more than 50 routes in 5 years. Most of them are still operated after the pandemic. The airline had a fleet of 20 aircraft when Manuel joined the airline, and it has now grown to more than 55 aircraft.
 - Evaluated the performance of the airline's network and made recommendations to maximize the network's profitability, for example by increasing capacity on specific routes, decreasing capacity, modifying itineraries, days of operation, etc.



ELIZABETH JAEDICKE

FORECASTING



Elizabeth is an aviation advisor with 18 years of experience helping clients understand future air traffic demand and its potential effects on revenue, infrastructure requirements, and economic growth. She specializes in constructing forecast models to predict passenger, cargo, and flight long-term growth. Elizabeth's expertise covers aviation traffic forecasting for multiple-airport systems, Greenfield airports, and regional airport system plans.

EDUCATION

M.P.A., International
Development

B.A., History

YEARS OF EXPERIENCE

15+ Years

YEARS WITH FIRM

4 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Aviation activity forecasting
- ✓ Peak period activity projections
- ✓ Aviation data sources
- ✓ Econometrics
- ✓ Economic impact
- ✓ Master Planning
- ✓ Benefit Cost analysis
- ✓ Familiarity with DEN

PROJECT EXPERIENCE

- **Denver International Airport Great Hall Concession Due Diligence** (Denver, CO), *Forecast Specialist, 2015 - 2016*
 - Created the long-term passenger traffic forecasts used in a bid for the Denver Great Hall (Jeppesen Terminal) privatization. The traffic forecasts consisted of short-term, route-level forecasts as well as long-term econometric forecasts based on regional socioeconomic trends and historical growth. Passenger forecasts were provided on a quarterly basis for a 50-year period and segmented by O&D/ connecting, domestic/international, pre-cleared/non-pre-cleared, local/visitor and those passengers exempt from paying the Passenger Facility Charge (PFC).
 - Secondary forecasts for peak hour passengers were estimated and compared to the hourly capacity of the Airport's automated people mover. She prepared reports and presentations covering the traffic forecast that were given by the Client as part of its bid to the Denver Department of Aviation.
- **John F. Kennedy International Airport Terminal One Redevelopment** (New York City, NY), *Forecast Specialist, 2018 - 2019*
 - Advised on the traffic forecasting efforts covering the development of a new 23-gate facility at JFK. As part of the JFK Airport Vision Plan, these long-term traffic forecasts were developed to support the business case for investing in the NYC aviation market and particularly the JFK Terminal 1 Redevelopment Project.
- **Westchester County Airport Master Plan Study - Aviation Activity Forecasts** (White Plains NY), *Forecast Specialist, 2019 - Ongoing*
 - Serves as a subcontractor to Merchant Aviation in the preparation of Master Plan for Westchester County Airport (HPN). Ms. Jaedicke created a long-term traffic forecast covering passengers, air cargo volumes, aircraft operations, fleet mix and based aircraft. She is currently updating the forecast to include recent trends.



GLORIA BENDER

FACILITY REQUIREMENTS



TRANS**SOLUTIONS**

Gloria is an industrial engineer who has over 35 years of experience in operations and facility capacity analyses, conceptual design, and expansion planning. She is co-founder and co-owner of TransSolutions, where she was instrumental in establishing the airport landside consulting area including airport security and baggage systems, terminal and passenger flow analysis, and airport curbside and roadway systems. She championed development of the Operational Excellence Consulting practice in 2009. Gloria currently serves many projects as the Principal-in-charge (PIC), responsible for overall project quality and client satisfaction. She also serves on select projects as the working project manager.

EDUCATION

M.S., Industrial Engineering,
University of Texas at Arlington (1988)
B.S., Industrial Engineering,
University of Texas at Arlington (1982)

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Airports Council International – North America, Past Chair of Associates Board of Directors, Member of Technical, Public Safety and Security, and the Facilitation Committees

YEARS OF EXPERIENCE

35+ Years

YEARS WITH FIRM

24 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Comprehensive subject matter expertise in US aviation industry stakeholders, planning practices, operations, governance and regulatory requirements.
- ✓ Significant success applying industrial engineering and lean principles to provide value to clients.
- ✓ Talented facilitator adept at developing consensus for new processes to serve complex adaptive systems.

PROJECT EXPERIENCE

- **Denver International Airport Great Hall Project** (Denver, CO),
2018 - Ongoing
 - Determined the facilities required and overall performance of the proposed Great Hall redesign. The design included new passenger check-in areas (under several different operating assumptions) as well as two new security checkpoints, vertical transitions, APM platforms, and corridor flows to and from the APM station and Concourse A.
 - The effort continued through 2019 under the name Great Hall Partners, with additional studies concentrating on construction phasing for the AGTS platforms and the use of the existing SSCP checkpoint as construction commenced. Worked with the Great Hall Partners, DEN staff, United Airlines staff, and the TSA to tailor a design that serves the future operational needs of all parties. Additional studies were conducted for the airport regarding two-step check-in protocols and the use of advanced screening technologies at the security checkpoint.
- **Chicago Midway International Airport Passenger Corridor Occupancy Study** (Chicago, IL)
 - Analyzed the expected passenger foot-traffic through the corridors associated with the Concessions Redevelopment Program. Baseline study consisted of analyzing passenger occupancies at three major MDW concourses, all concession spaces on these concourses, and a central concession hub. Similar studies were then performed for future demand and various conceptual designs with reimagined concession program and facility layouts.



ERICH DEINES

SIMULATIONS/ MODELING



TRANS**SOLUTIONS**

Erich is an Industrial Engineer with over 35 years of experience, specializing in process simulation, statistical analysis, operations research, passenger and flight demand forecasting, and project management as it relates to transportation operations. As the firm's Director of Technical Solutions, he is responsible for assessing and developing new modeling techniques as well as evaluating commercial off-the-shelf (COTS) software and tools for use by the company.

EDUCATION

M.S. Industrial
Engineering, Texas
A&M University
(1996) - operations
research emphasis
B.S. Industrial
Engineering, Kansas
State University (1994)

YEARS OF EXPERIENCE

35+ Years

YEARS WITH FIRM

24 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Twenty-five years' industrial engineering experience applying principles to improve efficiency of transportation operations.
- ✓ Extensive project management experience.
- ✓ Developer of simulation models, using operations research, and statistical techniques to develop custom client solutions.

PROJECT EXPERIENCE

- **Denver International Airport Great Hall Project** (Denver, CO), *Project Manager, 2018 - Ongoing*
 - Project manager and analyst for a series of projects to determine the facilities required and overall performance of the proposed Great Hall redesign (both after completion and during construction phasing). The new design included new passenger check-in areas (operating under several different operating assumptions) as well as two new security checkpoints, vertical transitions, APM platforms, and corridor flows to and from the APM station and Concourse A. The project included exclusive interaction with project stakeholders and numerous sensitivity analyses, completed in a short time period, to refine the solution to meet critical business needs. Detailed passenger forecasts were developed for multiple planning years from data provided by the airport and airlines. The project used a mixture of macro- and micro-modeling (including animations) as needed to satisfy client needs throughout the project timeframe. The effort continued through 2019 under the name Great Hall Partners, with additional studies concentrating on construction phasing for the AGTS platforms and the use of the existing SSCP checkpoint as construction commenced. Additional studies were conducted for the airport regarding two-step check-in protocols and the use of advanced screening technologies at the security checkpoint.
- **Denver International Airport Mobilization and Design Optimization** (Denver, CO), *Project Manager*
 - Review of schedule related peak hour and peak 20 minute passenger demands for various areas of the new design.
- **Denver International Airport Gating Forecast** (Denver, CO), *Project Manager*
 - The gating forecast for the DEN Concourse Area Development Concept Program to re-evaluate future gate requirements through 2040.



ALBAN NEGRET

INNOVATION

Alban currently leads the Innovation and Corporate Ventures team at Groupe ADP, where he is responsible for implementing new solutions and technologies within Group's portfolio of airports, spreading the culture of innovation, and investing directly in start ups and venture capital funds. Prior to this role, Alban was responsible for Groupe ADP's Urban Air Mobility and drones experimentation through partnerships, infrastructures development and contribution to new regulations. In this position, Alban defined and set the course for the Urban Air Mobility program, an ambitious roadmap on eVTOL technologies to pave the way for the emergence of a decarbonized aviation industry.

EDUCATION

École
Polytechnique
Master Innovation
Technologique,
Mécanique des
fluides
2011 - 2015

ISAE Supaero1
Master's degree,
Génie Industriel
et Systèmes
Aéronautiques
2014 - 2015

YEARS OF EXPERIENCE

10 Years

YEARS WITH FIRM

3 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Innovation advancement and advocacy
- ✓ Operational support and analysis
- ✓ Business planning for airports and airlines
- ✓ Cost optimization strategies

PROJECT EXPERIENCE

- **Groupe ADP (Paris, France),**
Head of Innovation and Corporate Venture, 2021-Present
 - Tests and implements new solutions and technologies around major innovation steams: new mobilities, smart airport, robotics.
 - Develops partnership ecosystems.
 - Leads the Innovation Hub, Groupe ADP's Lab to test new solutions and disseminate innovation.
 - Leads organizes a constant industry watch of investments in start ups.
 - New innovations and explores new territories (Urban Air Mobility, new energies).
 - Organizes and runs international Open Innovation Initiatives (e. g. "Play your Airport" and "Safe Travel Challenge").
- **Groupe ADP (Paris, France),**
Senior Project Manager Innovation and Corporate Venture, 2020- 2021
 - Coordinated the Urban Air Mobility Roadmap at the corporate level, including the definition of the market position, the development of necessary partnerships, the co construction of the regulatory framework and the definition and implementation of the trials.
 - Explored and trialed new mobility projects, including an autonomous landside shuttle and autonomous car access to the airport.
 - Tested solutions to develop healthy and biosecure terminals, including air purification and surface disinfection.
 - Tested solutions to develop sustainable operations, including an AI solution to map biodiversity.



NGUYEN KHOA HO

TERMINAL APRON/ AIRFIELD PLANNING

Since joining Groupe ADP in 2008, Khoa has worked on multiple airport master plans and conceptual designs worldwide and in the U.S. Khoa brings a strong expertise in airside planning, and an acute knowledge of FAA and ICAO standards. Khoa currently works in Groupe ADP strategic planning departments with a focus on the future development and Master Plan of CDG airport in Paris, France.

EDUCATION

BMA (D.E.
Postgraduate
Diploma
School of
Architecture of
Paris Belleville
(EAPBV),
University
of Paris 8
Paris, France, 2002

Master of
Architecture
School of
Architecture of
Ho Chi Minhcity
(UHC), Saigon,
Vietnam,
specialization in
architecture; 1996

PROFESSIONAL
REGISTRATIONS/
CERTIFICATIONS
ENAC, Paris, France

YEARS OF
EXPERIENCE
28 Years

YEARS WITH FIRM
14 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Airport Master Plans
- ✓ Aircraft Gate Studies
- ✓ Aircraft Maneuvering Simulations/ AviPLAN
- ✓ ICAO and FAA standards
- ✓ Airside Planning
- ✓ Phasing and Constructibility Studies

PROJECT EXPERIENCE

- **Denver International Airport On-Call / Terminal and Concourse Development Planning** (Denver, CO), *Lead Airfield Planner, 2019 - Ongoing*
 - Strategic planning of the long-term development of Denver International Airport to accommodate growth and consolidate operations.
- **Dallas/Fort Worth International Airport Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Lead Airfield Planner, 2020 - Ongoing*
 - Responsible for airside and gate layouts, aircraft maneuvering & simulation, and initial grading concepts.
 - Provided comprehensive gating and airside studies for the replacement of 5 gates at Terminal C and addition of 9 gates on Terminals A and C.
 - Gate optimization and simulation studies at Terminal E.
- **Paris Charles de Gaulle International Airport, Master Planning Studies** (Paris, France), *Lead Airfield Planner, Ongoing*
 - As part of a team of airside, landside and terminal planners, developed planning alternatives to accommodate the growth in operations and landside connectivity.
 - Gating analysis and apron simulations.
- **John F. Kennedy International Airport, NY, Terminal 8 Capacity Enhancement Program & Redevelopment Design** (New York City, NY), *Lead Airfield Planner, 2016 - 2019*
 - As part of a comprehensive terminal master planning and design project to develop near-and-long-term plans to meet passenger growth demand of 35 MAP with collocated AA/BA operations, provided aircraft gating optimization and maneuvering analysis.
- **Dubai Al Maktoum International Airport, Terminal 3 Concourses 2&3 BHS project** (Dubai, UAE), *Lead Airfield Planner, 2014 - 2016*
 - Lead airfield planner for the master plan of the New Airport to accommodate 130 MAP at opening and 230 MAP at final phase.



GREG DYER

AIRSPACE AND ATC STUDIES

Greg supports clients with airspace analysis and planning, instrument procedures, commercial space operations, Unmanned Aircraft Systems (UAS), and capacity/efficiency enhancements. His operational and regulatory experience broadly spans all airspace actions. Greg spent 34 years with the FAA in Traffic Control Operations and Management, 30 of which were with the Denver Air Route Traffic Control Center, where his experience included commercial space airspace planning, search and rescue, and advanced automation systems. Greg's brings his extensive FAA experience to airport, airline, and state aviation challenges with airspace problem-solving, capacity enhancements, and efficiency improvements.

EDUCATION

M.P.A., International
Development

B.A., History

YEARS OF EXPERIENCE

35+ Years

YEARS WITH FIRM

5 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ 34 years of experience in Denver area air traffic control facilities.
- ✓ Experience with RNAV, Metroplex, time-based metering software, traffic management processes and software, capacity planning.
- ✓ Recent consultant experience with capacity assessments at other major U.S. airports to assist with airline infrastructure planning.

PROJECT EXPERIENCE

- **Denver International Airport Transportation Regulatory Liaison Services** (Denver, CO), *Airspace Specialist, 2015 - 2016*
 - Provided technical assistance in coordination between DEN with multiple lines of business within the Federal Aviation Administration and the Colorado Department of Transportation to enhance the operation, maintenance, funding, and efficiency of DEN.
- **Aviation Surveillance Systems, United States Marine Corps** (Nationwide), *Airspace Specialist, Ongoing*
 - Supported the USMC in their effort to enhance their airspace training capabilities over six large bases across the U.S. This effort blends cutting edge surveillance systems with legacy radar coverage to create optimal situational awareness for pilots, air traffic controllers, and range controllers.
- **Airport Special Use Airspace, Amarillo International Airport** (Amarillo, TX), *Airspace Specialist, 2022*
 - Specialist tasked with airspace planning, requirements review, roadmap development, meeting with the airport, and concept of operations drafting. Woolpert is helping Amarillo International Airport (AMA) develop a plan, engage, and document the steps to receive approval for a designated special use airspace for their tenants to use, specifically for UAS. The team is reviewing appropriate FAA policies and Advisory Circulars; engaging local stakeholders and the FAA; creating a planning document which will include airway structure, any impacts on departure and arrival routes, potential environmental concerns, and local surface and land-use impacts; and developing a detailed mission plan for airspace use and operation.



EUGENE LEUNG

SUPPORT FACILITIES

Eugene is a NY-licensed architect with 16 years of world-wide experience, specializing in large scale airport developments projects, office towers, and mixed-use urban development projects. With a keen sense of design coordination, he has managed multi-faceted teams with complex stakeholder relationships. Eugene played a key role as the Lead Design Coordinator for the Beijing Daxing Airport, a new 7.5 million sf passenger terminal building capable of handling 72 MAP in Phase One. He was a Senior Terminal Planner for Singapore Changi Airport T5, part of the Changi East Project to enhance its airport capacity by an additional 50 MAP. Earlier, he was part of a senior design team for Galaxy SOHO, a 3.5 million sf office and retail complex, notable for its curvilinear design that addressed the urban scale of Beijing Central Business District.

EDUCATION

Architectural
Association,
London, UK
Master of Architecture
2004 - 2006

Carnegie Mellon
University,
Pittsburgh, USA
Bachelor of
Architecture.
1998 - 2003

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Terminal Planning Design
- ✓ Facility Design Management
- ✓ Master Regional Planning
- ✓ Program Management
- ✓ Future/Master Planning
- ✓ Airfield Support Facilities

PROJECT EXPERIENCE

- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Project Coordinator, 2020 - Ongoing*
 - Planning/Programming and Concept Guardianship of the Central Terminal Area Expansion, a \$2.3B redevelopment program including the addition of 9 gates, complete refurbishment of Terminal C, airside & landside improvement works.
 - Ensures coordination between the concurrent projects: interface management, consistency between projects.
 - Coordinates Concept Guardian reviews to ensure compliance with design intent.
 - Organizes work and deliverables between the MAV Team Leads and subconsultants.
- **Beijing Daxing Airport Terminal Design** (Beijing, China), *Project Coordinator, 2011 - 2017*
 - Oversaw coordination with client during design competition and the subsequent design optimization on stage. Provided design support in local workshop.
 - Oversaw Concept stage for terminal building interior front-of-house spaces to ensure consistency with overall architecture. Provided design, presentation production, client communication, and invoicing.
 - Oversaw Concept stage for airport terminal retail area. Provided benchmarking, layout planning, and shopfront design while collaborating with retail consultant.
- **Changi Airport T5 Terminal Design** (Beijing, China), *Technical Coordinator, 2020*
 - Participated in SD stage as functional planner and artificial lighting coordinator.
 - Provided functional planning design and presentational production.

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

New York State
Registered Architect,
License Number
038385

UK Invention Patent
holder No. GB2445572

YEARS OF
EXPERIENCE
16 Years

YEARS WITH FIRM
1 Years



NATE SPILKER, PE

FUEL FARM CAPACITY/ DISTRIBUTION



Nate has extensive mechanical engineering experience with projects involving tanks, pumps, valves and piping throughout all stages from project development, design, cost estimating, procurement, construction, and commissioning. He has served as lead mechanical engineer and project manager on a variety of fuel system planning, design and construction programs at large commercial airports and military bases.

EDUCATION

B.S., Mechanical
Engineering

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

KS Lic. No. 23469
CA Lic. No. M41135
NV Lic. No. 029846

YEARS OF
EXPERIENCE
15+ Years

YEARS WITH FIRM
7 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Lead Mechanical Engineer
- ✓ Project Manager
- ✓ Fuel System Planning
- ✓ Fuel System Design
- ✓ Project Development
- ✓ Cost Estimating
- ✓ Procurement
- ✓ Construction
- ✓ Commercial Airports

PROJECT EXPERIENCE

- **Ft. Lauderdale Hollywood International Airport Tank Farm Expansion** (*Ft. Lauderdale, CA*), *Project Manager, 2019-2020*
 - Master planning, design, construction administration and resident engineering services for significant upgrades and expansion to the airport's fuel storage facility. This includes nearly all fuel system functions including pipeline receipt, truck unloading, fuel storage, hydrant fueling, tank-to-tank transfer, and refueler loading. Additionally, the project covers modifications to the tank stripper system, site lighting and storm/containment drainage system. A new Operations & Maintenance Building (O&MB) will be constructed.
- **Austin-Bergstrom International Airport Jet Fuel Storage Capacity and Potential Pipeline Analysis** (*Austin, TX*), *Project Manager, 2014 - 2015*
 - Argus was retained by the AUS Fuel Committee to analyze the suitability of the current fuel farm assets to meet the future needs of the airport and the desire to build a dedicated jet fuel pipeline into the facility to replace the current truck delivery method. Argus was asked to update an engineering report prepared by Argus in March 2015 with updated fuel uplift data and updated fuel projections.
- **Nashville International Airport Supply Chain Study** (*Nashville, TN*), *Senior Mechanical Engineer, 2017-2018*
 - Document the source of Jet-A fuel into Nashville International Airport and prepare a report to provide information and guidance for several upcoming long-term planning initiatives that will add more gates and flights to meet the needs of the region's economic and population growth. The report provides BNAFC the necessary background information it needs for contract negotiations that will ensure the long-term supply of Jet-A fuel to the airport.
- **San Diego International Airport Supply Chain Study** (*San Diego, CA*), *Senior Mechanical Engineer 2017*
 - San Diego Airport Fuel Committee retained Argus to investigate the upstream assets and operations which comprise the supply chain of Jet-A to SAN.



FABRICE QUEMENEUR

PASSENGER FLOW & FUNCTIONAL ANALYSIS



Fabrice is one of Groupe ADP's many talented architects. His work on the design and development of our international major projects, such as KAIA Jeddah Airport in Saudi Arabia, Mauritius airport, El Dorado Bogota Airport in Colombia, are highly appreciated and show a great creative talent in the resolving of complex problems. He is spearheading the research for innovative ideas of the future airport's evolution.

EDUCATION

ENSAT:
Architecture School of
Toulouse, France, 2005

ETSAM:
Architecture School of
Madrid, Spain,
2006

Bachelor of
Architecture and
Design, 2007

YEARS OF
EXPERIENCE
18 Years

YEARS WITH FIRM
16 Years

Over the past several years, he has been particularly involved as lead Architect in the design of our major projects in China and South America. Under his leadership, our teams won the first prize in the competition for the new Terminal of "Beijing Daixing" and led our teams in the preliminary design in joint venture with Zaha Hadid team for the envelope. For four year, Fabrice led our teams in Santiago de Chile for the construction of the new international airport. He utilized his leadership experience to work directly with inci VCGP and Astaldi to enhance the construction planning to develop an airport with a capacity of 30 MAP.

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Terminal Planning & Design
- ✓ Facility Design Management
- ✓ Master Regional Planning
- ✓ Program Management
- ✓ Master Planning

PROJECT EXPERIENCE

- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Architect, 2020 - Ongoing*
 - Master Planning and Future Development Planning.
 - Urban Planning Airport City.
- **Guangzhou Baiyun International Airport (China),**
Terminal Lead Architect, 2020 - 2022
 - Airport capacity: 45 MAP.
 - In collaboration with GDAD SPS JHS.
 - Lead Designer Envelop team.
 - Terminal Roof / Transportation Center.
 - Project under construction.
- **Paris Charles de Gaulle International Airport, New Terminal 4** (Paris, France),
Lead Architect, 2019 - 2020
 - Airport capacity: 50 MAP.
 - Terminal Area Master Plan and program definition.
 - Lead Designer Envelop team project.-



AUDE FERRAND

CONCESSIONS PLANNING

Aude is the current Chief Retail Officer at Groupe ADP, where she is responsible for redesigning retail business models to integrate growth across multiple departments of Groupe ADP. Aude has worked on improving the retail experience at airports across the world and focuses on brand positioning, passenger studies, commercial operations, and direct brand interaction. Aude is also Board Member for the Retail Joint Venture in Paris, at Santiago de Chile Airport, at Amman Airport in Jordan and for Delhi Duty Free at GRM group.

EDUCATION

ICCF HEC
International
Certificate in
Corporate Finance

YEARS OF EXPERIENCE

24 Years

YEARS WITH FIRM

6 Years

PROJECT EXPERIENCE

- **Chief Retail Officer, Groupe ADP 2017 - Ongoing**
 - Redesigns business to integrate additional growth factors.
 - Working to improve the international development and digitization of Groupe ADP.
 - Working with Boards of Directors at airports in the Middle East, South America, and India.
 - Manage multiple teams to improve brand performance.
 - Working directly with Brands to increase presence and improve commercial operations.



JOYCE ABOUMOUSSA

AAM/UAM

Joyce is an Innovation Project Manager with over ten years of experience in Strategic and Urban Development, Smart Mobility and Urban Innovation. Joyce received her Executive Master in Smart Cities Engineering and Management from the Ecole des Ponts ParisTech. She also has two Masters degrees in Urban Design and Architecture

EDUCATION

Executive Master
in Smart Cities
Engineering and
Management

Master Degree in
Urban Design

Master Degree in
Architecture

YEARS OF EXPERIENCE

12 Years

YEARS WITH FIRM

3 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Business Plan Development
- ✓ Land Use Master Planning
- ✓ Urban Planning and Development

PROJECT EXPERIENCE

- **Urban Air Mobility Innovation Hub, Groupe ADP (Paris, France), Innovation Project Manager, 2007 - Ongoing**
 - Collaborated to defining the strategic positioning for the Urban Air Mobility industry, currently leading the Paris strategy and international roadmap long-term deployment.
 - Developed the business plan for Vertiports' infrastructure, currently leading the planning of Vertiports in the Paris region.
 - Managing the Urban Air Mobility community with a collaborative bottom up method and in partnership with Paris Region, regulators and industrials.
 - Co-constructing the regulatory framework with EASA, the European Union Aviation Safety Agency alongside VTOL manufacturers and airport operators.



DANIEL CASTAGNET

AIRPORT SYSTEMS/ ICT AND BHS



A widely recognized expert in Airport Technical Systems, Daniel Castagnet has been Director of ADPI's Airport Systems and Infrastructure (ASI) Department since 2016 where he was responsible for design and supervision of ADPI projects in Baggage Handling Systems (BHS), Cargo, Automated People Mover (APM) Aircraft Stand Equipment (ASE), Security and Safety Systems (SSS), and Airports Information and Communication Technologies (ICT).

EDUCATION

Master
of
Engineering
Ecole Supérieure
d'Electricité,
Orsay,
France,
1976

With over 40 years of experience in electromechanical engineering and industrial process, Daniel has directed the design of BHS projects ranging from the intricate Paris CDG transfer bag system to one of the largest systems in the world at the Dubai T 3 complex. He also worked on the BHS systems at Jeddah KAIA and Beijing Daxing as well as the global logistics systems for Dubai AMIA.

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Strategic Project Leadership
- ✓ Expert in logistic systems, including handling of bags, cargo, and catering
- ✓ Strong team leader
- ✓ Expert in sophisticated design tools such as discrete events simulation and reliability analysis

PROFESSIONAL
REGISTRATIONS/
CERTIFICATIONS
ESE, Paris, France

YEARS OF
EXPERIENCE
46 Years

PROJECT EXPERIENCE

- **Dallas/Fort Worth International Airport, TX, Terminal Master Planning** (Dallas-Fort Worth, TX), *Lead Airport System expert, 2016 - 2019*
 - Lead Airport System expert in charge of defining the concept for a new monoblock terminal facilities.
 - Evaluated multiple options, from consolidated centralized bag room to decentralized facilities to calculate and optimize bag connecting times meeting AA thresholds.
 - Integrated BHS system within the overall terminal planning approach.
- **John F. Kennedy International Airport, NY, Terminal 8 Capacity Enhancement Program & Redevelopment Design** (New York City, NY), *BHS Design Expert, 2016 - 2019*
 - Developed the concept for the replacement and expansion of the existing BHS system at Terminal 8.
 - Oversaw the assessment of bag system performances.
 - Interacted with AA ops team to define basis of design parameters and review options.

YEARS WITH FIRM
20 Years



ERIC REINKEMEYER, PE, PTOE, TRAFFIC STUDIES

Eric is a key member of Hg Consult's Roadway Design Group. Eric functions in multiple roles; firm's lead traffic engineer, safety assessment specialist, signal design engineer, maintenance of traffic expert, and general roadway designer. Eric is proficient in Highway Capacity Software and the traffic simulation modeling programs Synchro and VISSIM.

EDUCATION

B.S., Civil
Engineering,
University of
Missouri – Kansas
City

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Licensed Professional
Engineer KS, MO, IA,
TX, CO, IL
Professional Traffic
Operations Engineer
American Public
Works Association
ACEC Kansas
KCITE

YEARS OF
EXPERIENCE
20+ Years

YEARS WITH FIRM
10 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Transportation Planning
- ✓ Traffic Operations & Simulations
- ✓ Traffic Signal Design
- ✓ Traffic Engineering
- ✓ Roadway Design & Plans
- ✓ Cost Estimating

PROJECT EXPERIENCE

- **Denver International Airport Terminal Expansion Study (DENVER, CO),**
Lead Traffic Engineer, 2021 - Ongoing
 - Led the landside planning in assistance to the Study Team. Assessments and evaluations were provided for multiple expansion concepts considering highway design principles, traffic operations, and physical feasibility.
 - Led the conceptual traffic operational assessments which were incorporated into an overall landside evaluation including operations, feasibility, constructability, and ability to be phased.
- **CDOT R2 Trinidad Multimodal Study (Trinidad, CO),**
Lead Traffic Engineer, 2021 - 2022
 - The multimodal study to address I-25 access, connectivity within the City, and circulation within Downtown. The study entailed multimodal planning and traffic studies with preliminary engineering designs and cost estimates. Eric performed the traffic, safety, and operational assessments utilizing Synchro and StreetLight traffic data.
- **Champ Clark Ms River Bridge (Louisiana, MO),**
Design engineer, 2021 - 2019
 - Responsible for roadway plans for the Champ Clark Mississippi River Bridge in Louisiana, MO on an offset alignment. Adding to the complexity is half the project was in Missouri while the other half was located in Illinois with standards to abide by each state's standards, respectively. Eric performed the traffic control plans as well as the signing and striping plans.
- **NE Parvin Road (Kansas City, MO), 2015 - 2018**
 - The reconstruction of NE Parvin Road for a ½ mile section from just east of I-435 to Skiles Drive. Eric led the efforts for traffic evaluations of the Parvin intersections with Great Midwest Drive, Skiles Drive, and industrial area accesses with high heavy truck activity. Tasks include peak hour turning movement counts, lane configuration, and truck turning accommodations at the intersections.



NATE WILL, PE

ROADWAY CURBSIDE GROUND ACCESS

Nate is a skilled project manager who collaborates with clients and stakeholders to deliver world class projects. He offers 22 years of experience in the planning and design of transportation and transit. His experience includes pedestrian and bicycle facility planning and design, traffic control, signing and striping, high speed rail planning and geometric design, light rail planning and geometric design, intermodal passenger station design, interstate highway to low speed rural road geometric design, utility design and relocations, and hydraulics and hydrology of open and closed systems.

EDUCATION

BS, Civil Engineering,
Colorado School of Mines, 2000

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer:
Colorado (#0039874);
California (#C 74147)
Guest Lecture CU-Boulder Transportation Engineering classes
Engineers Without Borders USA

YEARS OF EXPERIENCE
20+ Years

YEARS WITH FIRM
2 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Transportation Planning
- ✓ Multimodal Planning
- ✓ Active Transportation Design
- ✓ Traffic Engineering
- ✓ Roadway Design & Plans
- ✓ Cost Estimating

PROJECT EXPERIENCE

- **Denver International Airport Terminal Expansion Study** (Denver, CO), *Lead Traffic Engineer, 2021 - Ongoing*
 - Led the landside planning in assistance to the Study Team. Assessments and evaluations were provided for multiple expansion concepts considering highway design principles, traffic operations, and physical feasibility. Led the conceptual traffic operational assessments which were incorporated into an overall landside evaluation including operations, feasibility, constructability, and ability to be phased.
- **CDOT R1/R4 CO 7 Corridor (Brighton To Boulder)** (Trinidad, CO), *Senior Roadway and Multimodal Engineer, 2020 - Ongoing*
 - Collaborate with local agencies for a Corridor Development Plan for the 25-mile corridor. An overall plan and project priorities was developed for the preliminary design and environmental studies for roadway, BRT, and bicycle and pedestrian improvements. Based on the adopted plan, Nate is the lead designer for overseeing the corridor-wide studies and activities, preliminary design, and environmental planning. Hg is providing overall program assistance with design and budget controls.
- **Denver 16th Street Mall D-B Management (CO), 2021 - Ongoing**
 - In support of the Management Team, lead engineer for the management, design, and construction oversight and review for the D-B project. Nate's role is to lead the accessibility review of all design documents prepared by the Design-Build Contractor, ensuring compliance with current PROWAAG, ADAAG and all technical requirements of the Contract. He is working hand in hand with DOTI staff and the Design-Build Contractor and Engineers of Record to create a world class facility.



STEPHEN FUSSNECKER, PE

RENTAL CARS/ PARKING

Stephen is a Senior Bridge Engineer and Project Manager for Hg Consult's Colorado Practice. He has 14 years of experience in bridge and retaining wall design, drafting, inspection and load rating. His experience includes six years as a Design Engineer and Bridge Technician for CDOT. He served in an appointed position as State Bridge Liaison for disaster recovery efforts including emergency repairs and inspections following the Northern Colorado floods in 2013. He has also managed and performed design engineering and load ratings on several large scale precast prestressed design-build projects around the country. He has supervised and performed load rating engineering for many different structure types. His experience also includes bridge and retaining wall projects including constructability and biddability reviews.

EDUCATION

B.S. in Mechanical Engineering from University of Colorado – Denver and additional non-degree seeking graduate course work in Structural Engineering from University of Colorado – Denver and University of New Mexico

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: Colorado, Texas, Arizona, New Mexico, Wyoming, Indiana

ASCE, PCI, SEI, SAME

YEARS OF EXPERIENCE
10+ Years

YEARS WITH FIRM
1 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Transportation Planning
- ✓ Multimodal Planning
- ✓ Active Transportation Design
- ✓ Traffic Engineering
- ✓ Roadway Design & Plans
- ✓ Cost Estimating

PROJECT EXPERIENCE

- **Colorado Disaster Recovery (CO), 2013 - 2014**
 - Following the devastating flooding in northern Colorado in late 2013, Mr. Fussnecker was appointed by CDOT's State Bridge Engineer as the State Bridge Liaison. This position made Mr. Fussnecker responsible for coordinating the emergency inspections of almost 1,300 structures, repair of more than 300 structures, and the complete replacement of an additional 21 structures. He was also responsible for prioritizing repairs which had to take into account factors such as structure stability, cost estimates being approved by FHWA/FEMA, route importance, mobility of repair crews, and potential for additional damage from high flows due to the spring snow melt. He prepared and managed an emergency scour repair project for 23 structures.
- **FDOT I-4 Ultimate Design-Build (Orlando, FL), 2015 - 2016**
 - The I-4 Ultimate project was a 21-mile corridor in central Florida. The project included 13 widened and 127 new or replaced bridges. Stephen served as the design coordinator for 7 precast prestressed bridges on this \$2.3B project. He assembled the structural design and drafting team with a collection of engineers and drafters from 10 different states to deliver all 7 bridges on schedule. His design responsibilities included the QA/QC of all 7 bridges as well as three superstructure designs, one substructure design and four load ratings.
- **TxDOT Gulf Intercoastal Bridge (Sargent Beach, CO), 2019 - 2020**
 - The GIWW Bridge at Sargent Beach carries FM 457 over the Intercoastal Waterway in Matagorda County. Stephen assisted with the construction engineering for the alternate precast design, performing temporary girder bracing, temporary strand-jack lifting bracing and falsework tower design calculations, all to resist 150 mph hurricane force winds.



THIMOTEE BERGER

MULTIMODAL STUDIES

Thimotee has over 20 years of experience in architecture and urban planning, Thimotee is now Deputy Director of Groupe ADP Architecture Department, which consists of seven Architecture Studios and one Design Studio) after having led the BIM department for two years.

EDUCATION

Architect
DPLG _
Ecole Paris Val de
Seine,
2005

Thimotee brings a strong experience spanning from building design to regional planning. In addition to his airport background, he has also been working for more than seven years in the subway and mass transit industry, leading projects worldwide (Senegal, Saudi Arabia, etc) and in France as part of the Grand Paris Express program.

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Building Design
- ✓ Urban and Regional Planning
- ✓ Mass Transit Systems
- ✓ Multi modality
- ✓ Airport Planning and Design
- ✓ Design Management

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

3rd Price:
Architecture Grand
Prix Académie des
beaux arts de Paris
2002 (Prix de Rome)
Bim d'or 2021

PROJECT EXPERIENCE

- **Paris Airport, Groupe ADP** (Paris, France),
Deputy Director Architecture and Design Department, 2018 - Ongoing
 - Deputy to the Chief Architect, manages architects and studio leads, plan resources, monitor project delivery and quality control.
 - CDG: Master Plan studies, Terminal 4 planning (40 MAP), Air Train connection at Terminal 2, VTOL integration, Terminal 1 satellites connection, Terminals 2B BD junction, Connectivity of CDG Terminals, capacity optimization of existing terminals
 - ORLY: master planning, Metro station for new Lines 14&18, integrated with multilevel carpark, terminal plaza and ground transportation center, landscaping, design of Terminal 3 and 4
- **SYSTRA, Architect, Project Manager, 2012 - 2018**
 - Montreal subway: (renovation and creation of new stations.
 - Medina (Saudi Arabia): design of 3 new underground lines.
 - Dakar (Senegal): design of a regional train connection between downtown and the international airport.
 - Nice (France): design of 5 underground tramway stations.
 - Baghdad (Iraq): design of 14 elevated stations and maintenance station.
 - Nice (France): New High Speed Train station interconnected with Nice Airport.
 - Manila (Philippines): extension of the Manila subway.

YEARS OF EXPERIENCE

20+ Years

YEARS WITH FIRM

6 Years



EDMOND J. HARRISON

FINANCIAL PLANNING & PHASING

Ed has over 50 years of experience in property development, operational efficiency, and financial negotiations. Ed has spent his career working with the Port Authority of New York New Jersey on several of the Authority's airports. Ed has experience on successfully negotiating rates and charges, identifying opportunities to increase profitability, and navigating competing interests of multiple stakeholders.

EDUCATION

Master of Business
Administration (MBA)
Baruch College,
The City University of
New York, NY, 2003
- Concentration in
Business Management

Bachelor of Arts in
Political Science
Fairfield University
Fairfield, CT, 1974
- Served as Fairfield
University's Student
Association's
President

Brooklyn Prep
Brooklyn, NY, 1970

YEARS OF
EXPERIENCE
50 Years

YEARS WITH FIRM
8 Months

CAPABILITY AND SPECIALTY EXPERIENCE

- | | |
|--------------------------------|--------------------------|
| ✓ Airport Rates and Charges | ✓ Operational Efficiency |
| ✓ Lease Negotiations | ✓ Financial Negotiations |
| ✓ Airport Property Development | ✓ Business Development |

PROJECT EXPERIENCE

- **The Port Authority of New York & New Jersey, New York Stewart International Airport (NY), *General Manager, 2014 - 2020***
 - Responsible for the efficiency, security, and safety of daily operations as well as the business development of the airport and its properties to increase long term value.
 - Closed the deal for Norwegian Airlines to establish a hub at Stewart International Airport and gained investment support from Norwegian to modernize facilities.
 - Negotiated leases with United Airlines (aviation), Federal Express (cargo) and Marriott (lodging) that netted the Port Authority new revenue over the life of the agreements.
 - Attracted Signature Flight Support, the world's largest fixed base operator (FBO), to the airport.
 - Rebranded the airport to give it international visibility and brought the New York International Air Show (US Air Force Thunderbirds) to raise regional visibility.
 - Worked with Orange County Chamber of Commerce to successfully attract Legoland to the region.
- **Newark Liberty International and Teterboro Airports (NJ), *Manager of Properties and Commercial Development, 2007 - 2014***
 - Promoted to direct airport commercial development during dramatic industry decline following 9/11.
 - Developed a Rate Stabilization Plan for EWR to mitigate rising airport fees, maintaining core business during most difficult time in the Port Authority's history.
 - Led a team that negotiated 500 Million in long term lease agreements, which were pivotal in securing financing commitment for major capital improvements in the Port of New York/New Jersey.
 - Facilitated more than 2 Billion in new business through critical negotiations with unions and major corporations.
 - Secured a Department of Defense (contract and ramped up operations to handle \$300 M of business meeting DoD requirements).



MICHAEL A. GLASER, AIA

IMPLEMENTATION CONSTRUCTABILITY/ PHASING ANALYSIS

With over 30 years of experience in the construction industry, Mike has broad range experience in full service A&E program, construction, and logistics management of complex large scale facility construction and renovations. Mike began his career as an MEP Engineer and later became a Registered Architect. Throughout his career he has successfully completed numerous aviation, federal, and medical projects. Mike brings expertise executing complex projects from concept to final delivery, while adhering to strict timelines and budgets, fostering and managing inter disciplinary coordination, and stakeholder engagement.

EDUCATION

Mechanical
Engineering,
University of Texas
El Paso Design and
Drafting,
El Paso Community
College

PROFESSIONAL ASSOCIATIONS

CMAA Construction
Management
Association of
America

Hearts & Hammers
Council Member
Habitat for Humanity

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Registered Architect,
State of Texas #21910
AIA/TSA American
Institute of Architects
LEED AP

YEARS OF EXPERIENCE

31 Years

YEARS WITH FIRM

1 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Construction Management
- ✓ Complex Project Management
- ✓ Activation, Deactivation, and Relocation Activities Planning
- ✓ Baggage System Integration
- ✓ Energy And Environmental Design
- ✓ Roadway And Airfield Efficiency
- ✓ Terminal Planning

PROJECT EXPERIENCE

- **Dallas/Fort Worth International Airport Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Deputy Program Director, 2020 - Ongoing*
 - Oversees the 6 year, \$2B Terminal A&C expansion program including addition of two 150,000 sf Piers with 9 narrow body gates.
 - Leads the PM/CM team in reconfiguring Terminal C, implemented new utility distribution systems, renovated Terminal C garages, and improved roadway and airfield efficiency.
- **Dallas/Fort Worth International Airport, AA Terminal B Mainline Conversion** (Dallas-Fort Worth, TX), *Project Executive, 2021*
 - Led comprehensive renovation and expansion of 30 spaces within the operating terminal and created a space on the ramp for a new baggage handling room.
 - Expanded the existing ticketing area and created new re booking centers.
- **Dallas/Fort Worth International Airport Terminal Improvement and Renovation Program** (Dallas-Fort Worth, TX), *Senior Project Director, 2021*
 - Managed, planned, and executed all activation, de-activation, and relocation activities to ensure successful Transition & Operational Readiness (ORAT) for DFW Airport's \$3.2B TRIP (Terminal Renewal and Improvement Program) involving complete renovation of operating Terminals, Parking, and Roadways.
 - Managed Terminal Renewal and Improvement Program involving complete renovation of four operating terminals, parking, and roadways.



BRYON H. RAKOFF

AIRPORT ZONING & LAND USE/ SMS ANALYSIS

Bryon has over 40 years of experience in airport, heliport, and systems planning. He brings over 25 years of planning and engineering experience in the private aviation industry, including master plans, ALP updates, and environmental studies. Bryon has experience working on airports that range in size from Large Hubs to small, privately owned airfields. He has participated in SMS training and panels with the FAA.

EDUCATION

Master of
Transportation
Engineering, 1978

Bachelor of Science
in Civil
Engineering,
1977 Rensselaer
Polytechnic
Institute

Airport Leadership
Development
Program FAA
Center for
Management
Excellence, 2007

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

American Society
of Civil Engineers

ACRP Advisory
Panels

YEARS OF
EXPERIENCE
43 Years

YEARS WITH
FIRM
5 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Strategic Vision Planning
- ✓ Airport Master Planning
- ✓ Forecasts and Facility Analyses
- ✓ Site Selection and Alternatives
- ✓ Terminal Programming
- ✓ Traffic Engineering
- ✓ FAA Funding and Eligibility
- ✓ FAA Part 139 Certification
- ✓ Environmental Planning
- ✓ Safety Management Systems

PROJECT EXPERIENCE

- **Denver International Airport On-Call / Terminal and Concourse Development Planning** (Denver, CO), *Senior Airport Planner 2019 - Ongoing*
 - prepare a draft stakeholder engagement plan for the presentation and discussion of terminal development alternatives.
- **Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect** (Dallas-Fort Worth, TX), *Senior Airport Planner, 2020 - Ongoing*
 - Planning/Programming of the Central Terminal Area Expansion, a \$2.3B redevelopment program including the addition of 9 gates, complete refurbishment of Terminal C, airside and landside improvement works, as well as the replacement of 5 gates at Terminal C.
 - Reviewed/QA-QC of NEPA documentation for High C gate reconstruction.
- **Westchester County Master Plan Update** (Westchester, NY), *Project Manager, 2019 - Ongoing*
 - Leads and supervises the comprehensive review and update of Master Plan, including Inventory and Forecast Review, Facility requirements and Alternatives Analysis, Environmental Impact Analysis, Quality Control and Assurance.
 - Coordinates with the public engagement consultant for public outreach.
 - Ensures client liaison with regular progress meetings, Airport Advisory Board meetings.
 - Provides technical support in airside planning and FAA compliance.
 - Leads coordination between team members and specialty subconsultants.
- **Boston Logan International Airport, MA, American Airlines Terminal B** (Boston, MA), *Owners Representative, 2020*
 - Terminal Renovation (final phases only).
 - Coordination between Owner, Contractors, and Airport Operator.



PEIJOU SHIH

ALP UPDATE/ GIS

Pei-Jou Shih is the Architectural Designer and Terminal Planner at Merchant Aviation. Her work focuses on airport master planning and large-scale terminal planning for various main hub airports in U.S. PeiJouh has work on several of Merchant Aviation's projects, including the Dallas/Fort Worth International Airport (DFW) Terminal Master Planning project, Denver International Airport (DEN) On-Call Project, and the John F. Kennedy International Airport (JFK) Terminal 8 Capacity Enhancement Program & Redevelopment Design.

EDUCATION

M.S. Architecture
and Urban
Design, Columbia
University,
New York, NY

Bachelor of
Architecture, Feng
Chia University,
Taiwan

YEARS OF
EXPERIENCE
4 Years

YEARS WITH
FIRM
3 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Airside and Terminal Planning
- ✓ Facility Design & Management
- ✓ Master & Regional Planning
- ✓ Strategic & Vision Planning
- ✓ Construction Management
- ✓ ALP Update/GIS

PROJECT EXPERIENCE

■ Denver International Airport On-Call / Terminal and Concourse Development Planning (Denver, CO),

Terminal Planner, 2019 - Ongoing

- Assist in developing strategic planning and program definition report for the long-term development of DEN to accommodate growth and consolidated operations.
- Develop an innovative solution to work with the existing terminal facilities but fundamentally enhance the overall passenger experience with a holistic landside solution and strategic commercial development with the MAV/ADP team.

■ Dallas/Fort Worth International Airport On-Call Master Planner / Master Architect (Dallas-Fort Worth, TX),

Terminal Planner, 2020 - Ongoing

- Developed programmatic requirements and concepts of operation based on AA network planning, customer experience and corporate real estate requirements.
- Create a new vision integrating all airside, landside, and terminal components in connection with existing facilities.
- Assists MAV/ADP team helping DFW and AA to define a long-term vision for the Passenger Terminal Area at DFW, in response to growth in operations and passenger number.
- Improve passenger experience/connect times and operational efficiency.

■ John F. Kennedy International Airport, NY, Terminal 8 Capacity

Enhancement Program & Redevelopment Design (New York City, NY),
Terminal Planner, 2016 - 2019

- Assist in completing a comprehensive terminal master planning and design project to develop Near and Long-Term plans to meet the passenger growth demand of 35 MAP with collocated AA/BA operations in the expanded terminal 8 project with enhanced passenger experience and operational efficiencies.



JULIE SKEEN

COORDINATION AND OUTREACH

Julie offers 28 years of experience in public outreach and communications, consensus building and strategic planning specifically focused on transportation projects and initiatives, including direct experience supporting the Denver International Airport (DEN). Julie honed her unique skill set through years of diverse experience in this industry as a communications specialist, program manager, operations manager and marketing lead. She specializes in developing and leading clear, concise messaging and outreach programs for your most complex projects.

EDUCATION

M.S., Environmental Sciences,
University of Colorado, Denver

ABJ, Journalism and Mass Communications,
Minor in Biochemistry,
Phi Beta Kappa,
University of Georgia, Athens

YEARS OF EXPERIENCE
28 Years

YEARS WITH FIRM
6 Years

CAPABILITY AND SPECIALTY EXPERIENCE

- ✓ Communications
- ✓ Public Outreach
- ✓ Strategic Planning
- ✓ Social Media Strategy
- ✓ DEN Experience
- ✓ Stakeholder Liaison
- ✓ Meeting Facilitation
- ✓ Events Planning
- ✓ Technical Writing/Editing

PROJECT EXPERIENCE

- **Denver International Airport Great Hall Project** (Denver, CO), *2018 - Ongoing*
 - Julie is currently responsible for communicating project impacts to key stakeholders both internally and externally. She works with a wide range of clients at DEN and has developed strong relationships at the airport that help her communicate construction impacts to the appropriate people. This includes construction messaging, website content, collateral, temporary wayfinding and public engagement efforts.
- **Denver International Airport 7th Runway Environmental Clearance** (Denver, CO), *2022 - Ongoing*
 - To meet current demands and future growth, DEN is looking to add at least one additional runway to the airport for the first time since 2003. Julie's role is to engage a broad, diverse group of stakeholders to gather ideas, input and feedback as DEN comprehensively reviews the potential impacts of adding an additional runway(s).
- **Denver International Airport Great Hall Project - Initial Development and Approval** (Denver, CO), *2016 - 2018*
 - Julie developed and supported the implementation of strategic communication and public affairs plans for the Great Hall redevelopment and relocation of ticketing and TSA screening operations. Julie worked with the Great Hall Partners to move the Great Hall project from the predevelopment agreement to an approved contract by city council. City Council approved the initial project in 2017 and Julie transitioned into an oversight role helping GCM manage the Great Hall Builder's communications team.



MERCHANT AVIATION
A GROUPE ADP COMPANY



GROUPE ADP
SHARING NEW HORIZONS

382 Springfield Avenue, Suite 411, Summit, NJ 07901
www.merchantaviation.com | (908) 273-3600