

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 **INTERVISTAS CONSULTING USA LLC**, a Delaware 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 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 **Five Million Two Hundred and Fifty Thousand Dollars and Zero Cents (\$5,250,000.00)** ("**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. 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: Gavin Duncan
InterVISTAS Consulting USA LLC
1701 Rhode Island Avenue NW
Washington, District of Columbia, 20036

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: PLANE-202263728-00
Contractor Name: InterVISTAS Consulting USA LLC

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

SEAL **CITY AND COUNTY OF DENVER:**

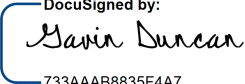
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202263728-00
InterVISTAS Consulting USA LLC

By:  DocuSigned by:
Gavin Duncan
733AAAB8835E4A7...

Name: Gavin Duncan
(please print)

Title: President
(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 well as planning services related to Rental Car, Consolidated Rental Car Facility (“ConRAC”), and Automated People Mover (“APM”) projects, including the definition of program requirements and development of project scope, 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
- Rental Car, ConRAC, and Automated People Mover (APM) planning, including definition of program requirements and definition of project scope
- 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, ConRAC facilities, and Automated People Mover (APM) systems and facilities
- 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
- Rental car, ConRAC facilities, and Automated People Mover (APM) facilities and systems
- 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
- Rental Car companies
- 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
RATES



EXHIBIT B

Prime Consultant	InterVISTAS Consulting, Inc.
DEN Contract Number	202263728
DEN Contract Name	On-Call Airport Planning Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	8%

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Name	Position	Experience	Fully Burdened Rate
1	InterVISTAS Consulting, Inc.	Prime	Josh Cohn	Project Manager Functional IV	Level 4, Supervisory	\$ 289.00
2	InterVISTAS Consulting, Inc.	Prime	Steven Derengowski	Engineer IV	Level 3, Full Experience	\$ 166.00
3	InterVISTAS Consulting, Inc.	Prime	Dan Barton	Engineer VI	Level 4, Supervisory	\$ 297.00
4	InterVISTAS Consulting, Inc.	Prime	Mark Taylor	Project Controls Manager II	Level 5, Managerial	\$ 373.00
5	InterVISTAS Consulting, Inc.	Prime	Ernest Choi	Engineer III	Level 3, Full Experience	\$ 129.00
6	InterVISTAS Consulting, Inc.	Prime	Gavin Duncan	Engineer VI	Level 5, Managerial	\$ 335.00
7	InterVISTAS Consulting, Inc.	Prime	Kathryn Tooley	Data Analyst III	Level 3, Full Experience	\$ 112.00
8	InterVISTAS Consulting, Inc.	Prime	Peter Mandle	Engineer IX	Level 5, Managerial	\$ 381.00
9	InterVISTAS Consulting, Inc.	Prime	Solomon Wong	Project Manager Functional IV	Level 5, Managerial	\$ 356.00
10	InterVISTAS Consulting, Inc.	Prime	Levi Anstine	Data Analyst IV	Level 4, Supervisory	\$ 192.00
11	InterVISTAS Consulting, Inc.	Prime	Steve Domino	Quality-Control Engineer	Level 5, Managerial	\$ 337.00
12	InterVISTAS Consulting, Inc.	Prime	Yusuke Asai	Engineer III	Level 3, Full Experience	\$ 140.00
13	InterVISTAS Consulting, Inc.	Prime	Jahnavi Dalal	Engineer II	Level 2, Developmental	\$ 123.00
14	AECOM Technical Services Inc.	Sub-Contractor	Kyle Williams	Data Architect IV	Level 5, Managerial	\$ 250.00
15	AECOM Technical Services Inc.	Sub-Contractor	Christer Wilkinson	Risk Manager IV	Level 5, Managerial	\$ 280.00
16	AECOM Technical Services Inc.	Sub-Contractor	Kevin Bleach	Risk Manager IV	Level 5, Managerial	\$ 230.00
17	A. L. Jackson & Company, P. A.	Sub-Contractor	Anthony Jackson	Project Controls Manager II	Level 5, Managerial	\$ 229.50
18	A. L. Jackson & Company, P. A.	Sub-Contractor	Rob Fetterman	Project Controls Manager II	Level 4, Supervisory	\$ 219.30
19	Connico, LLC	Sub-Contractor	Charl Nesor	Project Manager	Level 5, Managerial	\$ 262.86
20	Connico, LLC	Sub-Contractor	Charles Cleary	Estimating Manager Electrical	Level 5, Managerial	\$ 236.19
21	Iron Horse Architects	Sub-Contractor	Virginia McAllister	Architect VIII	Level 5, Managerial	\$ 275.00
22	Iron Horse Architects	Sub-Contractor	Kevin Ashby	Architect VIII	Level 5, Managerial	\$ 300.00
23	Iron Horse Architects	Sub-Contractor	Michael Kutz	Architect VI	Level 4, Supervisory	\$ 175.00
24	Kramer aerotek inc.	Sub-Contractor	Lois Kramer	Project Controls Manager II	Level 4, Supervisory	\$ 245.00
25	Landrum & Brown	Sub-Contractor	Berta Fernandez	Project Manager Functional IV	Level 5, Managerial	\$ 350.00
26	Landrum & Brown	Sub-Contractor	James Terry	Engineer VI	Level 4, Supervisory	\$ 275.00
27	Landrum & Brown	Sub-Contractor	Jordan Roos	Architect VI	Level 4, Supervisory	\$ 275.00
28	Landrum & Brown	Sub-Contractor	Nathan Silengo	Architect VI	Level 4, Supervisory	\$ 275.00
29	Lea+Elliot, Inc.	Sub-Contractor	Scott F. Kutchins, P.E.	Engineer IX	Level 5, Managerial	\$ 321.28
30	Lea+Elliot, Inc.	Sub-Contractor	Melinda S. Ring, Ph.D.	Engineer VI	Level 5, Managerial	\$ 254.17
31	PGAL	Sub-Contractor	Jeff Weiner	Project Manager Functional IV	Level 5, Managerial	\$ 300.00
32	PGAL	Sub-Contractor	Payal Harrell	Architect VI	Level 4, Supervisory	\$ 225.00
33	PGAL	Sub-Contractor	Scott Buehler	Architect VI	Level 4, Supervisory	\$ 205.00
34	PGAL	Sub-Contractor	Stephanie Kazanecki	Architect III	Level 2, Developmental	\$ 185.00
35	Shrewsberry & Associates, LLC	Sub-Contractor	Matthew Nutter	Engineer VII	Level 5, Managerial	\$ 223.58
36	Shrewsberry & Associates, LLC	Sub-Contractor	Alexandra Tweedle	Engineer V	Level 4, Supervisory	\$ 179.81
37	Shrewsberry & Associates, LLC	Sub-Contractor	Landen Yasuda	Engineer III	Level 4, Supervisory	\$ 178.89
38	Stolfus & Associates, Inc.	Sub-Contractor	Matt Brown	Engineer IX	Level 5, Managerial	\$ 228.00
39	Webber Air Cargo	Sub-Contractor	Michael Webber	Data Analyst IV	Level 5, Managerial	\$ 230.00
40	The Aviation Planning Group, LLC	Sub-Contractor	Leah Whitfield	Project Manager Functional IV	Level 5, Managerial	\$ 265.00
41	The Aviation Planning Group, LLC	Sub-Contractor	Zachary Duvall	Engineer III	Level 3, Full Experience	\$ 205.00
42	The Aviation Planning Group, LLC	Sub-Contractor	Haseeb Mirza	Engineer III	Level 3, Full Experience	\$ 180.00
43						
44						
45						

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

MWBE Utilization Plan

On-Call Airport Planning Services

DENVER INTERNATIONAL AIRPORT
202263728

December 27, 2022



Signatory Page

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, InterVISTAS Consulting, Inc. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by InterVISTAS Consulting, Inc. and approved by DSBO, beginning in December 2023 or at the request of DSBO.

AGENCY:

Division of Small Business Opportunity

By: Brittany Eroen 12/29/2022

Name: Brittany Eroen

Title: DSBO Assistant Director

(delegated authority by Director)

CONSULTANT:

InterVISTAS Consulting, Inc.

By: W. Gavin R. Duncan

Name: Gavin Duncan

Title: President

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

InterVISTAS has a history of engaging underutilized businesses in all aspects of our projects, including scoping, analysis, leadership roles and most importantly direct interaction with our clients in project meetings. Our approach is to include MWBE firms on our team, engage them in meaningful assignments and mentor them by overseeing their work to ensure they meet client expectations and contract requirements. Through our example under previous contracts with DEN, we often include our MWBE business partners in significant leadership roles. InterVISTAS recognizes our role as prime consultant to mentor underutilized businesses by providing oversight, performing quality control reviews, and preparing these firms for growth and new opportunities.

Key Personnel to Execute the MWBE EDI Plan

To successfully execute the components of the MWBE EDI Plan, InterVISTAS will have one of our MWBE subconsultants lead our efforts. Leah Whitfield from The Aviation Planning Group will serve as the MWBE EDI Plan lead for the team. She will be supported by the following key personnel:

MWBE EDI Lead	Leah Whitfield, Principal	leah@theaviationplanninggroup.com 720.441.4623
B2G Now User	Debbie Homonai, Director Finance & Administrative Services	debbie.homonai@intervistas.com 202.688.2239
Project Manager	Josh Cohn, Senior Director	josh.cohn@intervistas.com 650.597.3871
Controller	Sally Chu, Director Corporate Finance & Accounting	sally.chu@intervistas.com 604.717.1858

This approach helps us ensure accountability with the overall team and provides an additional focus on our MWBE utilization and approach to task orders.

MWBE Utilization Strategies

InterVISTAS is committed to engaging and supporting MWBE business in all our contracting opportunities. Our utilization strategy is based on three key principles:

- Require our major partners to identify their own trusted MWBE firms that they know, trust, and can confidently execute
- Embed MWBE firms starting at contract inception, instead of waiting for a relevant task order
- Embed MWBE firms in our day-to-day management of the contract

We note that the MWBE EDI lead included in the key personnel to execute our plan is employed by an MWBE qualified firm. Leah has experience providing DBE program administration, which will help ensure that we are meeting our participation goals on all active work orders and that our MWBE partners are both invoicing and being paid in a reasonable amount of time.

For this engagement we identified MWBE partners with whom we have worked on prior engagements, who are familiar to DEN and have a track record of working for the airport, and who bring local talent and expertise. We are prepared to add other MWBE businesses to our team,

should DEN have knowledge of entities particularly suited for a specific service that does not overlap with services made available by teammates identified herein. Decisions on whether to add new teaming partners will be made in concert with DEN based on the scope of specific task authorizations that are identified under this contract. It is the responsibility of the InterVISTAS project manager to reach out to and coordinate with potential firms if the need arises to supplement the current team. In addition to reviewing supplier and vendor lists, we also rely on our existing teaming partners and their extensive national networks and prior project experiences to help identify potential fits.

When adding any new teammate, regardless of type or status, to an active contract InterVISTAS takes an objective approach to ensure that the client's best interests are met. This approach is based on the following checklist:

- Staff capability and availability to provide the requested service against the timeline required by the client
- Technical qualifications, including any licensing as required
- Experience with similar project types within or outside aviation

The project management team reviews and evaluates all possible qualified firms to reduce any individual bias and ensure that the selected firm can successfully meet the needs of the project. If an interested potential partner firm is not selected, InterVISTAS will promptly notify the firm and explain the reasoning behind the decision.

Technical Assistance & Support Services

We are a firm believer in knowledge transfer, and the primary initiative that has worked well for InterVISTAS in aviation planning is to partner with local firms with high talent, but which may not have aviation experience. We live and breathe aviation so when we build teams, we do not always need aviation expertise from our MWBE partners. What is most valuable to us is their field of subject matter expertise in areas such as architecture, market assessment, or engineering systems. InterVISTAS actively seeks talented firms that do not always have aviation qualifications or backgrounds and we are willing to mentor them on the airport industry to help them grow and expand their business opportunities. This mentoring process often occurs organically through the course of the task order or assignment and much of it may be front-loaded to ensure that the MWBE partner is able to adapt their specific field of knowledge to the aviation field. This could include sharing specific FAA regulations and prior studies, as well as being readily available to answer questions throughout the project.

We also work with our MWBE partners to ensure that they are promptly paid and have access to data sources or other technical information that may not be accessible given size or cost.

Procurement Process

Every year we review supplier and vendor lists to evaluate if there are MWBE firms that we could partner with for both external projects as well as internal operations. As an example, to support our graphics and production needs we work closely with Amy Kvistad Design, a certified WBE/DBE. Amy had previously partnered with us to provide design services to clients in the Northeast, so working with her internally was a natural progression.

In reviewing supplier and vendor lists, we will often sort by commodity code or capability to better identify qualified firms. Since these commodity codes are somewhat generic, from there we review firm websites for relevant qualifications, experience, and licensures. Finally, from that narrowed list, we reach out to the noted contact to obtain more information.

Our approach to removing barriers to promote equality are:

- Set specific, measurable goals for removing identified barriers in the client industries we serve
- Create clear timelines for achieving these goals
- Allocate adequate resources to meet these goals
- Ensure accountability and responsibility for meeting goals
- Include a mechanism for regularly reviewing and evaluating progress towards the identified goals.

We have a centrally available register to outline how we are performing to set EDI targets for projects. Some, such as work for airports, have public reporting systems; others such as ACRP are more voluntary targets for working with MBE/DBE firms.

The best approach we have is the complete integration of subcontractors into the project teams: we view the partners as more than groups filling targets – groups we affiliate ourselves with meet/exceed client expectations for work products to be delivered.

Communication and Vendor Management

As described above in our MWBE utilization strategies, InterVISTAS seeks to embed MWBE businesses into the work starting at contract inception. Our MWBE subconsultants offer in-depth expertise in several areas. We would leverage their expertise, and DEN will see their work product firsthand. Work performed for other industries or in other market sectors often provides for transferable skills that can apply in aviation, and in many cases these experiences help unlock innovative solutions. As part of working with our MWBE subconsultants, who provide unique subject matter expertise, InterVISTAS actively seeks input from these past experiences in delivering on project assignments.

We anticipate several subconsultants having a critical role in certain decisions regarding planning projects and seek to have them actively participate directly in client meetings. Weekly coordination calls will be conducted with any firms (MWBE or not) actively working on an on-call planning project to discuss progress, challenges, and any assistance needed. These coordination calls will be led by the InterVISTAS project manager with support from the deputy project manager and will be organized by task authorization to ensure they are focused from both a subject matter and participant perspectives. Representatives from each actively working firm would be expected to participate.

InterVISTAS would have ultimate responsibility for reviewing all work products and ensuring cohesive high-quality deliverables from the team. In the unlikely event of a conflict or dispute between InterVISTAS and a subconsultant, we shoulder the responsibility of financial burden, quality of work, and schedule adherence. Our protocol involves working with the MWBE partner

in a proactive, firm, and respectful manner to identify the root cause of the underperformance and correct it. Communication is paramount, so these discussions with an underperforming subconsultant would be led by the InterVISTAS project manager and quality control strategic advisor to better understand the contributing factors (external or internal) and collaboratively identify potential solutions. When possible, corrective action would occur through additional or different personnel from the subconsultant, but it also may require resources from InterVISTAS or another subconsultant with appropriate expertise. Before making any changes to the team regarding subconsultants or their key personnel, we would consult with DEN as to the action to be taken.

Past Performance

InterVISTAS has a proven record with diversity participation on airport contracts as evidenced by the following past performance:

- For Denver International Airport, we are exceeding our goal of 6% for minority and women business enterprises registered in the City and County of Denver and expect to finish around 7.5%.
- For Los Angeles World Airports (LAWA), an on-call planning contract that we completed in 2020, we significantly exceeded our goal of 28% (for local, small, and disabled veteran business enterprises).
- For a multimillion-dollar Project Definition effort at Raleigh Durham International Airport, we achieved a DBE participation rate of 19%, against a goal of 12%.
- In 2019 InterVISTAS completed a contract with the Chattanooga Metropolitan Airport for master planning services for which there was a goal of 10%. We exceeded this goal at 11% completed by DBE partners.
- In 2021 InterVISTAS completed a contract with the Columbus Regional Airport Authority for on-call terminal planning services for which there was a DBE goal of 11%. We met that goal while completing over \$100,000 in task orders.

For many of these projects dating back several years, we have built strong relationships and partnerships with MWBE and DBE firms that we continue to partner with today. For example, we have worked continuously with Connico since 2017. For projects we have executed in Denver and throughout the United States, we have maintained a strong relationship with repeat business, both to meet/exceed targets, as well as creating thought leadership products.

Efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote EDI

We maintain a strong program for student internships as well as working with the NEXTOR II group of universities that Federal Aviation Administration (FAA) helps to fund. The FAA Consortium in Aviation Operations Research (NEXTOR II) is a consortium of eight universities contracted by the FAA to provide research support for a wide variety of aviation issues. Our team is regularly sponsoring work for groups like the University of California Berkeley as well as teaming up with Purdue University on ACRP projects. Student interns have become successful hires, retained within our group. Our CEO Solomon Wong was one such past intern as a visible demonstration of the role of youth mentorship and development.

EDI is a key part of our training and development to promote future leaders. InterVISTAS maintains an EDI committee that has a roster of programs. The employee-led initiative has conducted gap analyses and targeted programs to ensure that there are opportunities for diverse communities to become leaders. In the past year we have also featured sessions to highlight amazing black leaders in the industries we serve with guest speakers Angela Gittens and Doug Browning, as well as individuals familiar with increasing opportunities with indigenous communities.

Lastly, several staff are pursuing skills development in the areas of EDI. The course on the Diversity, Equity, and Inclusion in the Workplace, taught at the University of South Florida M3 Center, is highly rated by U.S. airports that have participated. The course will ensure InterVISTAS staff are helping to increase employee diversity and to create a business model that embraces equity and inclusion.

Promoting EDI values to both the businesses and communities in which you serve

In June 2022, CEO of InterVISTAS Solomon Wong was appointed to the ACI-NA Diversity, Equity, and Inclusion Working Group. Comprised of professionals and DEI experts from across airports, ACI-NA's DEI Working Group is helping to propel the association's work in this important area moving forward. InterVISTAS' commitment to promoting EDI values is one to assist in the airports industry to advanced ahead on EDI values, but also learn from best practices forged within suppliers and airports alike.

Successfully promoting participation of and/or assistance to MWBE businesses that promoted their overall growth and success

In 2020, InterVISTAS pursued an on-call planning engagement with the Gerald R. Ford International Airport (GRR), focusing on terminal planning issues. Key scope items obtained during a positioning visit included checked baggage makeup and exit lane technology. To meet these scope needs we included Vic Thompson Company (VTC), a registered MWBE. The InterVISTAS team was selected, which provided VTC an opportunity to showcase their knowledge and expertise in baggage systems directly to the client. Within a year, GRR issued an RFQ for checked baggage planning, design, and engineering. VTC was well positioned to lead this effort with InterVISTAS serving in a supporting role. GRR selected VTC and the firm now leading a multi-year effort to implement an inline baggage handling system at the airport.

Proposer's Culture

The intelligence, innovation, and passion of our colleagues as part of a diverse and inclusive organization is at the heart of our success at InterVISTAS. Diversity and a culture focused on inclusion provide the breadth of viewpoints, experiences, and ways of thinking that are essential for keeping pace with innovation and change. We are committed to equal opportunities and are proud of our increasingly diverse workforce which offers economic and social added value for our business and ensures our organization remains relevant for the future. Our approach has been to have a lens for diversity in recruitment, hiring, training and procurement policies. We have processes in place to ensure that race, sex, color, ethnicity, national origin, or sexual orientation are not barriers for mobility, leadership, and career opportunities.

We are cognizant that the journey for DEI is a complex one individually and corporately. Our approach is to demonstrate the stories of successes. For example, a session held earlier in 2022 heard from Angela Gittens in her ascension in leadership positions throughout the United States and to leading ACI World – inspiration stories that have been featured internally to inspire the next generation of professionals.

While we are proud of the ability to have a CEO self-described as Asian lead the organization, there is a lot more work to do. We have insufficient women leaders at present and have identified gaps in all ranges of diversity measures. While we have narrowed gender pay equity in recent years, we will build additional efforts in racial and gender equity in positions of leadership as well as our commitment to achieving DBE/MBE/WBE targets. We have long-term partnerships with disadvantaged businesses throughout the country that share our client service goals, and we seek to add new firms to that growing roster as we grow our own business.

As with all our business operations, we have a focus on continuous improvement, including the formation of an Equity Diversity and Inclusion (EDI) committee in 2020 which was tasked with ensuring that issues of racial equity and the range of EDI considerations are planned for, tracked, and progressed. Our current focus is developing insights to run a neutral and inclusive process internally as well as conducting unconscious bias training. The EDI committee recently held a fireside chat with industry leaders to discuss Juneteenth and the impact of ethnicity on their careers, and a session on Indigenous reconciliation, relationships, and partnerships. We recognize that EDI is a continuous process that must be embedded in our overall business practices.

Future Initiatives

InterVISTAS has engaged consultant expertise to help the firm chart a path forward on EDI, including working with outside HR organizations. As noted earlier, our internal EDI committee is building initiatives to identify and address gaps.

As well, we will continue to support industry-wide efforts to build and support EDI measures. In our own reporting for environmental, social and corporate governance (ESG), we have materiality in each area that will ensure we can quantify our progress in public reporting on how we will be advanced.

As part of our company recruitment efforts, InterVISTAS is expanding university outreach to include historically black colleges and universities starting with this current school year cycle. To be a better force in the communities that we serve, we believe in starting with inclusion and equity for existing personnel. Having additional staff take the University of South Florida Muma College of Business seven-week certificate program in EDI is a core aspect of skills upgrade in the area. We believe that this program will help InterVISTAS create a more diverse workplace as well as address equity issues and foster inclusivity.

Overall, our initiatives will help us ensure that we build a better company that can reap the benefits of diversity in our ranks.

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 ⁴
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
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

PROPOSAL

On-Call Airport Planning Services

FOR DENVER INTERNATIONAL AIRPORT

No. 202263728

September 14, 2022



Table of Contents

Cover Letter	ii
1. Cost Effectiveness	1
Philosophy on Cost-effectiveness and Efficiency	1
Quality Control Philosophy	1
Process on Right Sizing the Team	1
Approach to Manage Subconsultants	1
Utilization of Previously Completed Work	2
Cost Savings Competitive Edge	2
Unique Processes and Technology Use to Mitigate Costs	2
2. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)	3
Key Personnel to Execute the MWBE EDI Plan	3
MWBE Utilization Strategies	3
Technical Assistance & Support Services	4
Procurement Process	4
Communication and Vendor Management	4
Past Performance	5
Proposer's Culture	5
Future Initiatives	6
3. Understanding the Project	6
4. Proposed Work Plan and Approach	8
InterVISTAS Approach to Management of On-Call Planning Contracts	8
Completing the work on schedule	9
Coordinating with Other Consultants	9
Project Management Control Methods and Progress Reporting	10
5. Key Personnel and Ability to Respond	11
About InterVISTAS	11
About our Teammates	12
Organizational Chart	15
Ability to Perform the Scope of Work	16
Office Addresses and Number of Employees	16
6. Company Experience & Qualifications	18
Appendix: Detailed one-page resumes	26



September 14, 2022

Ms. Shelley Berry
Contract Administrator
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340

RE: RFP No. 202263728, On-Call Airport Planning Services

Dear Ms. Berry,

InterVISTAS Consulting, Inc. (InterVISTAS) is pleased to enclose our Proposal for the On-Call Airport Planning Services contract. InterVISTAS is a leading full-service aviation planning consulting firm with staff that have diverse skill sets in airfield planning, airspace design, terminal development, master planning, demand forecasting, financial analysis, air service development, commercial development, and aviation economics. Our experience, expertise, and enthusiasm, as presented in this proposal, will provide Denver (DEN) with many unmatched benefits, including:

- **Broad institutional knowledge with no learning curve.** InterVISTAS has been engaged with DEN since 2016, which provides us with a strong understanding of the challenges, organizational structure, and administrative policies and procedures at the Airport. This broad institutional familiarity provides us with knowledge of past considerations and efforts that have already been addressed. Our team is well known to individuals throughout the organization, and we have well-established relationships that allow us to conduct our work efficiently and effectively. Under three different contracts at DEN, we have successfully delivered over \$2 million in task authorizations at or below the authorized budget and have often returned money to the pot to be allocated for future authorizations.
- **Promoting innovative approaches gained through industry thought leadership.** DEN has shown a commitment to innovation embedded in projects within the Great Hall, on the concourses, and throughout the airport complex. As a demonstrated thought leader in the industry, InterVISTAS can help further this innovative thinking. Our staff have led more than 15 Airport Cooperative Research Program (ACRP) and Program for Applied Research in Airport Security (PARAS) reports that have become standard reference and guidance documents for airport planning. InterVISTAS staff are also a regular voice in the industry, having published dozens of thought leadership pieces, with a recent focus on COVID-19 impacts and recovery.
- **Serving as a trusted advisor to our clients.** We work with our clients to become an extension of their staff. We do this by challenging conventional thinking, responding to staff requests quickly and efficiently, and providing detailed solutions that are implementable. We listen and ask a lot of questions. We serve in the best interest for our

airport clients, even if it means talking staff out of expensive and unnecessary analysis or even recommending other entities to provide a required service, as we have done for DEN since 2016.

- **Repeated success in meeting diversity participation.** InterVISTAS has a history of engaging underutilized businesses in all aspects of our projects. Our approach is to include MWBE firms on our team, engage them in meaningful assignments and mentor them by overseeing their work to ensure they meet client expectations and contract requirements. The intelligence, innovation, and passion of our colleagues as part of a diverse and inclusive organization is at the heart of our success at InterVISTAS.

Our team is comprised of specialists from InterVISTAS as well as from other leading firms we trust to provide additional expertise as well as a depth of resources. Each teammate was selected to supplement InterVISTAS in-house expertise for one or more specific core competencies. Our staff have prior experience working with eight of the firms on our team, including five on prior work for DEN.

Teammate	Role and Core Competencies	M/WBE
AECOM	SMS/SRM, LIDAR, GIS, airfield security	No
AL Jackson	Finance, concessions, mgt. advisory	No
The Aviation Planning Group	MWBE EDI plan, planning, public outreach	Yes
Connico, LLC	Cost consultancy, constructability	No
Iron Horse Architects, Inc.	Architecture, BIM, terminal planning	Yes
Kramer Aerotek inc.	Business plans, market assessment	Yes
Landrum & Brown	Airfield, airspace planning	No
Lea + Elliott	Automated people mover	No
PGAL, Inc.	ConRAC planning, project definition	No
Shrewsberry	Engineering, AGIS, airfield design	Yes
Stolfus	Traffic Engineering, roadway planning	Yes
Webber Air Cargo	Air cargo planning	No

InterVISTAS commits the availability of the proposed key personnel identified to perform the work assigned under this contract throughout the duration of the contract.

InterVISTAS is uniquely qualified to perform the requested services for DEN and we are extremely excited for the opportunity to continue serving the Airport. We encourage you to contact our client references as they are the best testament to our prior work experience. Thank you for your consideration and if you have any questions, please contact me at +1-604-717-1854.

Sincerely,



Solomon Wong
Chief Executive Officer
InterVISTAS Consulting, Inc.

1. Cost Effectiveness

Philosophy on Cost-effectiveness and Efficiency

InterVISTAS' philosophy on delivering cost-effective work is built around four pillars:

- Treat the client's money as if it were our own;
- Maintain project schedules and open communication to minimize the risk of cost overruns;
- Leverage technical and support staff, as appropriate, such that senior staff can focus on strategy, client service, and thinking ahead; and,
- Utilize subconsultants where they have specialist expertise to provide added value.

Quality Control Philosophy

InterVISTAS has a proven and extensive quality management system (QMS) that we have honed by providing consulting services to airport entities throughout the country. Our QMS is consistent with the principles of ISO 9001-2015, which relies on a continuous cycle of "Plan, Do, Check and Act." This continuous cycle ensures that our products are of the highest quality, and that we provide technical excellence in our project execution. Additionally, the team has redundancy which allows subject matter experts to provide an independent review of final work products in their area of expertise.



Process on Right Sizing the Team

Sizing our team to achieve DEN project objectives while complying with contract MWBE goals requires including MWBE firms in every task authorization. The InterVISTAS team includes a variety of MWBE planners, architects and engineers having sufficient personnel and experience to allow their participation on every project. Therefore, as scopes of work are being prepared, we will identify and reserve a minimum of 8% of the total task effort for MWBE firm participation, guaranteeing that progress is being made toward meeting the final goal in every assignment.

InterVISTAS will include prospective firms in developing the scope of work and budget for each task authorization. As scopes of work and budgets are being developed, we will identify appropriate firms who have skills in the area of study. Prospective firms will be permitted to express interest in each assignment and identify services they can provide. All proposed scopes of work and budgets will be developed with a clear designation of the specific firm(s) who will participate in the project and the amount of the budget committed to them.

Approach to Manage Subconsultants

When working effectively with subconsultants, we ensure a collaborative approach through frequent and open communication with all teammates. Our approach is as follows:

- **Include sub-consultants in decision-making.** Our subconsultants offer in-depth expertise in several areas. We leverage their expertise, and DEN will see their work product firsthand, as they have with Mike Webber on recent air cargo work.

- **Conduct weekly internal calls with our subconsultants for effective coordination.** These calls will be conducted with any firm actively working on an on-call planning project to discuss progress, challenges, and any assistance needed.
- **Perform quality control reviews of all subconsultant work.** InterVISTAS recognizes our ultimate responsibility to review all work products to ensure cohesive high-quality deliverables from the team before submission to DEN.
- **When issues arise, we work with the subconsultant in a respectful manner.** In the unlikely event of a conflict or dispute between InterVISTAS and a subconsultant, we shoulder the responsibility of financial burden, quality of work, and schedule adherence.

Utilization of Previously Completed Work

InterVISTAS often uses the analyses and findings completed by other consultants to inform our efforts. We recognize that work done by other consultants is valuable and technically sound. We also recognize that DEN is growing quickly, and technology and other assumptions are constantly evolving. Given this dichotomy, we will review findings and assumptions from prior work to validate the conclusions and discuss with DEN planning staff to understand any revised assumptions or direction before proceeding. This approach allows us to effectively use the abundant analyses and data already available and adapt it to the current work effort.

Cost Savings Competitive Edge

Our team has been working at DEN since 2016, which provides us with several advantages in providing a cost-effective delivery of on-call planning assignments:

- We have broad institutional knowledge gained over past years working with DEN planners and executive management which provides us with knowledge of past considerations and efforts that need not be revisited.
- We have an extensive library of files and data that allows us to proceed at pace once a new task authorization is in place.
- We are familiar with DEN policies and procedures for invoicing and approval of task authorizations, reducing the burden on DEN planning staff.
- We are known to individuals throughout the organization and have well-established relationships that provide knowledge of the right contact for the topic at hand.

Under three different contracts at DEN, we have successfully delivered over \$2 million in task authorizations at or below the authorized budget and have often returned money to the pot to be allocated for future authorizations

Unique Processes and Technology Use to Mitigate Costs

Our team employs a wide range of tools to conduct analyses efficiently and effectively, including:

- **CAST** – a discrete event simulation model primarily used to size terminal building components, assess terminal layouts or processor throughputs, and gate flight schedules
- **VISSIM** – traffic micro-simulation software, which simulates car, train, and pedestrians
- **Quick Analysis Tool for Airport Roadways (QATAR)** – a macroscopic Excel based tool providing curbsides and roadway weaving analyses

- **Parking Model** (*proprietary*) – allows evaluation of parking rate and product strategies to best balance demand with capacity and/or increase revenues
- **Rental Car Programming Tool** (*proprietary*) – a spreadsheet-based tool that can be used to efficiently identify rental car facility requirements using rental car transaction data
- **TARGETS** – FAA software to design and publish flight procedures
- **REDIM** – modeling tool used to locate and design high-speed runway exits at airports
- **MS TEAMS** – workplace collaboration tool to reduce travel required for meetings

We send our consultants for professional training on the specialized software packages described above, so that they can efficiently deliver analyses and stay current on functionality updates.

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

InterVISTAS has a history of engaging underutilized businesses in all aspects of our projects, including scoping, analysis, leadership roles and most importantly direct interaction with our clients in project meetings. Our approach is to include MWBE firms on our team, engage them in meaningful assignments and mentor them by overseeing their work to ensure they meet client expectations and contract requirements. Through our example under previous contracts with DEN, we often include our MWBE business partners in significant leadership roles. InterVISTAS recognizes our role as prime consultant to mentor underutilized businesses by providing oversight, performing quality control reviews, and preparing these firms for growth and new opportunities.

Key Personnel to Execute the MWBE EDI Plan

To successfully execute the components of the MWBE EDI Plan, InterVISTAS proposes to have one of our MWBE subconsultants lead our efforts. Leah Whitfield from The Aviation Planning Group will serve as the MWBE EDI Plan lead for the team. She will be supported by the following key personnel:

MWBE EDI Lead	Leah Whitfield, Principal	leah@theaviationplanninggroup.com 720.441.4623
B2G Now User	Debbie Homonai, Director Finance & Administrative Services	debbie.homonai@intervistas.com 202.688.2239
Project Manager	Josh Cohn, Senior Director	josh.cohn@intervistas.com 650.597.3871
Controller	Sally Chu, Director Corporate Finance & Accounting	sally.chu@intervistas.com 604.717.1858

This approach helps us ensure accountability with the overall team and provides an additional focus on our MWBE utilization and approach to task orders.

MWBE Utilization Strategies

InterVISTAS is committed to engaging and supporting MWBE business in all our contracting opportunities. Our utilization strategy is based on three key principles:

- Require our major partners to identify their own trusted MWBE firms that they know, trust, and can confidently execute

- Embed MWBE firms starting at contract inception, instead of waiting for a relevant task order
- Embed MWBE firms in our day-to-day management of the contract

For this engagement we identified MWBE partners with whom we have worked on prior engagements, who are familiar to DEN and have a track record of working for the airport, and who bring local talent and expertise. We are prepared to add other MWBE businesses to our team, should DEN have knowledge of entities particularly suited for a specific service that does not overlap with services made available by teammates identified herein.

Technical Assistance & Support Services

We are a firm believer in knowledge transfer, and the primary initiative that has worked well for InterVISTAS in aviation planning is to partner with local firms with high talent, but which may not have aviation experience. We live and breathe aviation so when we build teams, we do not always need aviation expertise from our MWBE partners. What is most valuable to us is their field of subject matter expertise in areas such as architecture, market assessment, or engineering systems. InterVISTAS actively seeks talented firms that do not always have aviation qualifications or backgrounds and we are willing to mentor them on the airport industry to help them grow and expand their business opportunities.

We also work with our MWBE partners to ensure that they are promptly paid and have access to data sources or other technical information that may not be accessible given size or cost.

Procurement Process

Every year we review supplier and vendor lists to evaluate if there are MWBE firms that we could partner with for both external projects as well as internal operations. As an example, to support our graphics and production needs we work closely with Amy Kvistad Design, a certified WBE/DBE. Amy had previously partnered with us to provide design services to clients in the Northeast, so working with her internally was a natural progression.

Communication and Vendor Management

As described above in our MWBE utilization strategies, InterVISTAS seeks to embed MWBE businesses into the work starting at contract inception. Our MWBE subconsultants offer in-depth expertise in several areas. We would leverage their expertise, and DEN will see their work product firsthand. We anticipate several subconsultants having a critical role in certain decisions regarding planning projects. Weekly coordination calls will be conducted with any firms (MWBE or not) actively working on an on-call planning project to discuss progress, challenges, and any assistance needed.

InterVISTAS would have ultimate responsibility for reviewing all work products and ensuring cohesive high-quality deliverables from the team. In the unlikely event of a conflict or dispute between InterVISTAS and a subconsultant, we shoulder the responsibility of financial burden, quality of work, and schedule adherence. Our protocol involves working with the MWBE partner in a proactive, firm, and respectful manner to identify and correct any underperformance.

Past Performance

InterVISTAS has a proven record with diversity participation on airport contracts as evidenced by the following past performance:

- For Denver International Airport, we are exceeding our goal of 6% for minority and women business enterprises registered in the City and County of Denver and expect to finish around 7.5%.
- For Los Angeles World Airports (LAWA), an on-call planning contract that we completed in 2020, we significantly exceeded our goal of 28% (for local, small, and disabled veteran business enterprises).
- For a multimillion-dollar Project Definition effort at Raleigh Durham International Airport, we achieved a DBE participation rate of 19%, against a goal of 12%.
- In 2019 InterVISTAS completed a contract with the Chattanooga Metropolitan Airport for master planning services for which there was a goal of 10%. We exceeded this goal at 11% completed by DBE partners.
- In 2021 InterVISTAS completed a contract with the Columbus Regional Airport Authority for on-call terminal planning services for which there was a DBE goal of 11%. We met that goal while completing over \$100,000 in task orders.

For many of these projects dating back several years, we have built strong relationships and partnerships with MWBE and DBE firms that we continue to partner with today. For example, we have worked continuously with Connico since 2017.

Proposer's Culture

The intelligence, innovation, and passion of our colleagues as part of a diverse and inclusive organization is at the heart of our success at InterVISTAS. Diversity and a culture focused on inclusion provide the breadth of viewpoints, experiences, and ways of thinking that are essential for keeping pace with innovation and change. We are committed to equal opportunities and are proud of our increasingly diverse workforce which offers economic and social added value for our business and ensures our organization remains relevant for the future. Our approach has been to have a lens for diversity in recruitment, hiring, training and procurement policies. We have processes in place to ensure that race, sex, color, ethnicity, national origin, or sexual orientation are not barriers for mobility, leadership, and career opportunities. Specifically, racial and gender equity in positions of leadership are areas of strength with InterVISTAS, as well as our commitment to achieving DBE/MBE/WBE targets. We have long-term partnerships with disadvantaged businesses throughout the country that share our client service goals, and we seek to add new firms to that growing roster as we grow our own business.

As with all our business operations, we have a focus on continuous improvement, including the formation of an Equity Diversity and Inclusion (EDI) committee in 2020 which was tasked with ensuring that issues of racial equity and the range of EDI considerations are planned for, tracked, and progressed. Our current focus is developing insights to run a neutral and inclusive process internally as well as conducting unconscious bias training. The EDI committee recently held a fireside chat with industry leaders to discuss Juneteenth and the impact of ethnicity on their

careers, and a session on Indigenous reconciliation, relationships, and partnerships. We recognize that EDI is a continuous process that must be embedded in our overall business practices.

Future Initiatives

InterVISTAS has engaged consultant expertise to help the firm chart a path forward on EDI, including working with outside HR organizations. As part of our company recruitment efforts, InterVISTAS is expanding university outreach to include historically black colleges and universities starting with this current school year cycle. To be a better force in the communities that we serve, we believe in starting with inclusion and equity for existing personnel. This helps us ensure that we build a better company that can reap the benefits of diversity in our ranks.

3. Understanding the Project

InterVISTAS understands there are several primary issues which present different opportunities for Denver management including: (1) the future of the Federal Inspection Services (FIS) facility, (2) ensuring the terminal system is balanced during construction and expansion toward Vision 100, and (3) determining preferred solutions for consolidated rental car (CONRAC) and employee parking development.

The future Customs and Border Protection (CBP) Federal Inspections Services (FIS) facility

The primary immigration process at FIS facilities is constantly evolving. Automated passport kiosks have recently been removed and the focus has shifted to biometrics and Simplified Arrivals. These technology and process advancements are changing the way that international arrival facilities are being designed. CBP can now clear arriving flights an average of nearly 12 minutes faster than through traditional processing methods. New technology at Global Entry kiosks reduces the average transaction time to just six seconds. The increased throughput at CBP primary coupled with additional FIS-enabled gates coming online on Concourse A necessitates a closer look at the entire facility from gate to recheck, including the baggage claim capacity. InterVISTAS brings subject matter expertise from a technology and process standpoint along with terminal planning experience to help DEN evaluate and reshape the international arrival process.

InterVISTAS is leading PARAS 0052 which will develop planning and design considerations for international arrival facilities in light of technological advances outpacing updates to CBP's Airport Technical Design Standards.

Ensuring the terminal system is balanced during construction and expansion toward Vision 100

Significant change is coming to the Great Hall, as airline check-in shifts into Mod 3 and security screening expands on Level 6. This redevelopment requires creative and complex phasing to

Having led the last two forecast efforts and developing a comprehensive simulation model of the Great Hall, InterVISTAS is positioned to understand options evaluated to date and quickly respond to capacity related questions.

ensure that there is both sufficient and accessible capacity to accommodate the growing origin and destination passenger base during construction. Of particular concern is providing adequate security checkpoint capacity through the project. The InterVISTAS team has been instrumental in working with DEN Operations, DEN Special

Projects, and DEN Planning to evaluate the impacts of project phasing, develop and evaluate alternatives, and provide recommendations for security checkpoint solutions both during construction phasing and after the opening of screening on Level 6. InterVISTAS also has extensive experience working with Great Hall designer Stantec and baggage consultant LogPlan to provide a holistic view into solutions that benefit both passenger and baggage flows.

Denver is growing rapidly and InterVISTAS is uniquely qualified to translate this growth toward 100 million passengers into facility impacts and solutions.

ConRAC and employee parking development

In July 2022, after evaluating many options to accommodate the future needs of the rental car (RAC) industry, DEN management approved further planning of a CONRAC on one of two sites: (1) south of the terminal (at the existing Ground Transportation Hold Lot) and, (2) on 78th Avenue (on the existing Airside Employee Lot). The on-call team will likely help prepare the technical analyses, detailed plans, refined cost estimates, and refined schedule, including preparing:

Refined plans and industry coordination. Our team developed “proof of concept” plans for both sites to accommodate the future program. The concepts were accepted by the RAC industry, but they posed questions regarding idle car storage, secure circulation between the ready/return car areas and QTA, small company allocation, and customer pick-up for ground transportation services such as TNCs. The team will develop refined plans addressing these and other operational issues.

Having led the recent rental car facility planning, the InterVISTAS team is uniquely well qualified to support DEN in advancing the development of a CONRAC

APM alignment. Preliminary civil designs and constructability analyses of the APM guideway are needed to help select the preferred alignment and confirm its avoidance of future taxiways.

Interim plans. Support is needed on projects to expand the existing rental car sites so that they provide sufficient capacity until a new CONRAC opens, likely after 2029.

Site access. Further analyses are required to demonstrate the adequacy of the exit to Peña Boulevard from the site south of the terminal and the entry to the 78th Street site.

Employee parking. It is necessary to replace the Airside and Landside Employee lots prior to constructing the CONRAC. Analyses are required to develop the program (accounting for changes in employee travel patterns), conduct a site selection analysis, and develop access plans.

Unique challenges and opportunities

Risks and challenges	Mitigation
Plans are not flexible enough to adapt to changes in the industry or the market.	Prepare detailed and explicit phasing plans for the shortlist of alternatives, as this may make the recommended development plan more readily apparent. Validate that each major phase would meet customer experience and operational efficiency requirements of the Airport and traveling public should growth projections be incorrect or if the program is paused. InterVISTAS has helped evaluate several Great Hall alternatives to ensure flexibility and adaptability.

Managing stakeholder engagement across the enterprise	Stakeholder engagement is critical to the successful and timely implementation of planned improvements. We have a long history at DEN of engaging airline, airport, and rental car industry stakeholders to address their issues and concerns.
Balancing near-term operational needs with long-term vision	From our experience, we know that DEN Planning is often called upon to solve near-term challenges and asked to ensure that it fits within a long-term strategy. As evidenced by our work on the Great Hall security checkpoint phasing, our team has extensive experience balancing both the near-term and long-term.

4. Proposed Work Plan and Approach

InterVISTAS Approach to Management of On-Call Planning Contracts

InterVISTAS' project management and organizational approach is informed by decades of on-call aviation planning experience at large airports. On-call planning presents unique challenges, and InterVISTAS proposed staff have extensive experience delivering successful planning outcomes through on-call consulting contracts at some of the nation's busiest airports, including Denver, Salt Lake City, Houston, Los Angeles, Nashville, and Boston. Informed by this experience, the InterVISTAS team recognizes that to respond efficiently to short notice, urgent, "pop-up" requests, the following principles ensure successful delivery:

Collaborate with and leverage the collective knowledge of the airport enterprise. Through open collaboration, often in the form of onsite or virtual working sessions, our consultant team will partner with and leverage the institutional knowledge of DEN's internal team. This improves the timeline for delivery and is the most rewarding way of working. We enjoy the knowledge transfer that goes both directions between the consultant team and airport management. This collaborative approach ensures organizational alignment, especially when dealing with large scale capital investments and master planning solutions that cross multiple departments.

Provide inherent redundancy on the team. Consultants occasionally miss work for family commitments, vacations, illness, etc., and enterprises are 24/7 operations, for which answers to critical questions cannot always wait. Given this reality, our on-call teams are comprised of many individuals (e.g., over 30 personnel listed in our organizational chart) to provide not just the number of personnel required, but redundancy within the group. For every key person, there is a second person that serves as a secondary resource. Day to day, this second person can provide review or support the primary contact's work product. When the primary person is unavailable, the secondary person is ready to step in as needed without a steep learning curve.

Direct access to subject matter experts (SME) with the skills and experience to address Denver's challenges. Our team not only enjoys senior leaders in airport planning, but we also have numerous SMEs available for the myriad challenges facing Denver, including but not limited to: Landrum & Brown for

With strong airline presences including United, Southwest, and Frontier, the consultant team must be well-versed in airline consultation – which is a strength of InterVISTAS, having former airline and airport employees on staff with insight into airline decision-making.

airfield planning, PGAL for CONRAC planning, Webber Air Cargo for air cargo planning, and Connico for cost estimating. InterVISTAS is happy to have Denver directly interact with the SMEs on our team, as it makes sense to do so, while we maintain ultimate responsibility for the work. We have done this for other large airport enterprises with success and have the mechanisms in place and the trust amongst our proposed professionals to make this seamless for Denver. We will not interfere with the efficient communications and relationships that pre-date the execution of this contract.

Focus the scope of work. Because tasks often come up unexpectedly and the deadlines are typically days, weeks or just one month in the future, it is critical that the scope of work be as focused as possible to deliver critical information as needed, to implement the findings of the planning efforts. Focusing on what is required by when can narrow the scope of work such that critical questions are addressed first.

Completing the work on schedule

Our methodology for completing scopes of work in a timely manner includes:

Communication of reasonable schedules. We will always communicate a reasonable schedule that we believe can be achieved given the assignment. We will not over-promise regarding delivery of work product. We coordinate with DEN staff to provide materials before the date they are needed, in part, by clearly defining and limiting the scope as appropriate.

We will not overcommit our staff. We will not overcommit our staff to more projects than for which they can ensure quality work and reasonable work hours. Once a person is assigned to a project or task, their allocated time on that assignment is entered into a biweekly staffing plan that shows them unavailable for other work.

Identification of the critical path. We prepare project schedules for on-call task orders. For complex project schedules, we identify the critical path items for successful and on-time delivery of interim and final work product.

We also reference our project management control methods and progress reporting later in this section for further information.

Coordinating with Other Consultants

InterVISTAS has a successful track record of coordinating with other entities and consultants. This is especially evident in our work at DEN, through the multiple task orders we have performed, including work on passenger simulation and gate modeling supporting AGTS planning, aviation demand forecasts supporting the seventh runway, security checkpoint and passenger flow analyses supporting the Great Hall team and airline consultation process, and rental car planning in support of a consolidated rental car facility.

Our approach to working with other consultants and entities at DEN centers on three core tenets:

- **Transparency:** we employ an evidence-based analytical approach and are open with our assumptions such that they can be vetted by other consultants and DEN management.

- **Professionalism:** we appreciate the work and analyses of other consultants and always treat them with respect and professionalism.
- **Responsiveness:** when another consultant requests information or assistance, we treat them with the same level of responsiveness that we provide to our clients.

Project Management Control Methods and Progress Reporting

The project manager is responsible for successful delivery of the project and to plan, manage, and participate technically as a subject matter expert on all airport planning assignments. This also includes delegating technical tasks amongst team members as well as maintaining both external client and internal team communications.

InterVISTAS uses current versions of the Microsoft suite for most of our deliverables. We also use Adobe Acrobat to easily share reports and drawings among the team. For AutoCAD deliverables, we will produce or convert files to the version consistent with that used by DEN.

Project Management Control Methods

InterVISTAS has a robust project management control system which is tailored to our airport client's requirements. At a minimum, we would use the following project controls:

Peer Reviews. All work products will be subject to peer review. The project manager has primary responsibility for reviewing all work products, but every deliverable will be subject to an additional level of review to ensure excellence in our work.

Precise Scoping. It is imperative that scopes of work are well-defined especially with respect to the steps in the analytical process, as well as the interim and final deliverables. The investment in time made up front to produce a fully vetted scope of work pays dividends in project schedule and budget adherence. Each scope will include: (a) objectives for each task; (b) definition of the tasks and steps in the analysis; (c) the responsible team members; (d) the schedule; and (e) timing and specifications for the interim and final deliverables.

Coordination Protocol. Project manager, Josh Cohn, will be the single point of contact for the team. Josh is committed to being available on as needed basis for rapid response to urgent issues. Sub-consultant team members will participate in all meetings and teleconferences with DEN whenever the work involves them. The team will have weekly internal teleconferences to ensure the tasks are on schedule and to permit adjustment when challenges in staffing or schedule arise.

Financial Reporting. InterVISTAS project managers receive project financial data on a weekly basis allowing for routine checks on a project's financial performance. This reporting is easily rolled up into the monthly invoices that will be prepared for this contract.

Staff Planning. InterVISTAS project managers develop staff plans for projects of this type to assign hours per person per week; these staff plans are helpful for budget monitoring to make sure work is being completed efficiently and on budget. They are also helpful in terms of resource allocation planning, especially for on-call contracts where work can arise unexpectedly.

Progress Reporting

Even with excellent tools, skills, and robust quality assurance, successful product delivery cannot be achieved without great communication. This can be achieved by following a simple yet effective reporting framework:

Routine Coordination Teleconferences. Once work is underway, we suggest scheduling weekly teleconferences with the DEN project management team. The standing agendas of these regularly scheduled meetings will include:

- a review of on-going work and a two-week outlook for work to be completed;
- the schedule of pending deliverables;
- a review of upcoming meetings to confirm objectives and planned agenda; and,
- discussion of any unanticipated challenges or concerns (e.g., missing data or challenges contacting specific stakeholders).

Monthly Progress Reports. We will provide status reports for inclusion in our invoices. They will include a summary of work completed, estimates of percent complete, schedule for remaining work, notice of challenges or concerns, and any other procedural requirements.

Meeting Notes. Draft meeting notes will be submitted to DEN for all major teleconferences, workshops, and meetings within one day for review and comment. These meeting notes will document action items and ensure accountability. Email summaries of conversations with the DEN project manager will be routinely provided within one day of the discussion. This rapid delivery of notes enables everyone involved in the project to be cognizant of the action items taken, and the work product that must be completed before the next meeting or project milestone.

Microsoft Teams File Sharing. A secure Microsoft Teams site will be created for the InterVISTAS team, with access provided to individuals from DEN. This site will securely store files shared between the consultant team and DEN and will provide a record of draft and final deliverables, as well as a project calendar.

5. Key Personnel and Ability to Respond

About InterVISTAS

InterVISTAS is a full-service aviation consulting firm, established in 1997, with extensive experience in the airport, aviation, and transportation industries. Our over 40 staff bring a diverse set of skills and experience to airport on-call planning, master planning, demand forecasting, airport finance, commercial development, air service development, and aviation economics.

InterVISTAS provides an integrated approach to our airport consulting assignments as evidenced by our breadth and depth of service offerings. We offer in-house experts with diverse backgrounds in aviation to evaluate not only the technical merits of proposed improvements, but also its operational, business and financial implications. InterVISTAS' planning approach aligns with our clients' strategic objectives – improving the performance of their enterprise and the experience of their customers – whether we are helping remedy operational challenges, analyzing existing and future revenues, developing master plans and ALPs, or conducting detailed facility planning. Service offerings for our airport clients include those listed below.



Strategic Planning

- Airport land use planning
- Airport master planning
- Airport system planning
- Scenario planning & sensitivity analysis



Transportation & Transit Planning

- Parking facility planning, revenues, products
- Rental car facilities
- Multi-modal planning
- Access roadway planning & simulation
- Commercial vehicle facilities, operations, & fees
- Curbside facilities and operations



Aviation Demand Forecasts

- Annual passenger & operations forecasts
- Future flight schedules & derivative forecast products
- Multi-airport system forecasts



Financial, Commercial, & PPP Advisory Services

- Airport financial modeling
- Capital improvement planning
- Privatization advisory services
- Airline agreement advisory services
- Financial viability studies
- Land acquisition advisory



Airside & Airfield Planning

- Airport layout plans
- Airfield planning & geometrics
- Airspace & obstruction analysis
- Apron planning & operations



Terminal Planning

- Aircraft gate optimization & modeling
- Facilities requirements and programming
- Conceptual planning & design
- Program definition
- Passenger flow optimization & modeling
- Apron planning & optimization
- Security screening optimization



Air Service Development

- Economic impact studies
- Logistics and supply chain
- Economic and regulatory policy
- Expert witness



Economic, Logistic, & Regulatory

- Economic impact studies
- Development economics
- Logistics and supply chain
- Economic and regulatory policy
- Expert witness

About our Teammates

While InterVISTAS can lead much of the work likely to be requested as part of this contract, we engage specialists we trust from other firms to provide additional expertise as well as a depth of resources enabling our team to provide multiple individuals who can serve as extension of staff. InterVISTAS staff have prior experience working with eight of the firms on our team, so we possess the rapport needed to offer cohesive and efficient planning.



AECOM is a global professional services firm providing integrated planning, design, engineering, environmental, transportation management and program management services to a broad range of markets in 150 countries. With more than 500 specialists in the aviation business line, AECOM's experience includes airside, terminal, landside, and support facilities projects at airports across the country.



A. L. Jackson & Company, P. A.
Consultants & Accountants

A.L. Jackson & Company (ALJ) is a minority-owned financial consulting and accounting professional service firm and has been in business for 17 years. ALJ brings many years of aviation and transportation experience and possesses the breadth and depth of knowledge needed to provide professional consulting and advisory services to clients. As CPAs, MBAs and professional consultants with a variety of industry backgrounds, ALJ is uniquely qualified to provide an array of highly specialized services.



The Aviation Planning Group (APG) is a certified WBE established in 2020 with headquarters in Golden, CO. APG focuses on serving as an extension of staff to airports, providing environmental, planning, design, and construction management services. APG brings strengths in airfield and airside optimization, airport layout plans, gate

planning, analytics, advanced air mobility planning, and target area planning. APG's recent work with United Airlines has focused on DEN gate management/planning and terminal analysis.



For more than 30 years, Connico has offered consulting services to owners, engineers, architects, and planners. Connico specializes in cost estimating, program management, scheduling/phasing, project management and constructability planning, delivering a client's vision for projects. Their experience with complex projects allows for a unique perspective during the design and construction process. Connico has worked at more than 150 air carrier airports across the U.S.



Iron Horse Architects has successfully designed and delivered multiple complex aviation projects nationwide. The firm is highly collaborative in its design approach, working closely with owners, stakeholders, and contractors to develop resilient, innovative, and inspired design solutions. Critical to the success of any aviation project, the team understands the importance of safety and security, airport operations, facility maintenance, circulation, and wayfinding.



KRAMER aerotek is an airport consulting firm specializing in strategic planning and economic development. The practice is built upon the premise that airports operate as business centers where strategic decisions about air service, non-aeronautical development, and ground transportation options are critical to increase revenues and expand use of airport property. The firm's specialty areas include opportunity analyses, activity and financial forecasts, economic impact including tax impacts, and strategic business plans.



Airports around the globe have turned to Landrum & Brown (L&B) to lead their efforts for over 70 years. Clients can be confident L&B understands and supports their business-driven needs and desire to plan proactively, so they can continue providing world class service. With over 100 personnel, L&B provides ample technical breadth, depth, and capacity to address every facet of aviation consulting. L&B's worldwide multidisciplinary team excels in all aspects of aviation planning including master planning and strategy, terminal planning and design, commercial development, environmental, business and finance, airfield and airspace, activation planning, and ground transportation.



Lea+Ellieott, Inc. provides transportation consulting services to transit system owners related to planning, design, engineering, procurement, construction management, implementation oversight and refurbishment of automated transit systems including automated people movers (APM), autonomous vehicles, personal rapid transit, light rail, commuter rail, bus, BRT, and other emerging technologies. Playing a role in the development of two-thirds of the current operating airport APMs in the nation has given Lea+Ellieott an exceptional understanding of airports and their APMs, and an in-depth and up-to-date engineering knowledge of the APM supply industry.



PGAL has designed over 2 billion square feet of rental car facilities and parking garages at U.S. airports. Their projects highlight cutting edge technology and economic restraint while celebrating the vibrant cultures of the "host city" by incorporating contextual planning and design elements, sustainable and efficient

designs, and local artists into the fabric of these facilities. PGAL is an international practice with over 300 professionals offering services in planning, architecture, interior design, engineering, and program management. PGAL's approach is to capitalize on the unique qualities of each project location to create facilities that respect the existing environment and strengthen the community.



Shrewsberry & Associates, LLC (Shrewsberry) is a national DBE/MBE engineering consulting firm known for commitment to quality, client service, and dedication to the enrichment of its communities. Shrewsberry was established to provide excellent engineering and consulting services and to recruit, train, and mentor a diverse group of professionals. The firm offers a wide range of services pertaining to aviation engineering including airfield design, airport planning, construction administration, and project management.



Stolfus & Associates, Inc. (Stolfus) is a Denver area MBE firm focusing on client service and engineering excellence to develop transportation projects with lasting value to the Colorado communities they serve. Stolfus offers a wide range of traffic and transportation engineering related services including access management, traffic impact analyses, traffic operations evaluations, traffic signal design, roadway and intersection design, construction phasing and traffic control, signing and striping, public outreach, and construction observation.



Webber Air Cargo is an air cargo consulting firm that principally serves airport operators in coordinating airport planning with the needs of airlines, cargo handlers, freight forwarders and trucking companies, as well as the shipper communities they serve. Webber has spent nearly thirty years in airport and air cargo marketing and has extensive experience including recent air cargo focused studies for international airports serving DEN, CLT, MCO, IAD, MIA, and ATL. Webber also contributed to ACRP Report 143 Guidebook for Air Cargo Facility Planning and Development.

Teammate	Role and Core Competencies	M/WBE
AECOM	SMS/SRM, LIDAR, GIS, airfield security	No
AL Jackson	Finance, concessions, mgt. advisory	No
The Aviation Planning Group	MWBE EDI plan, planning, public outreach	Yes
Connico, LLC	Cost consultancy, constructability	No
Iron Horse Architects, Inc.	Architecture, BIM, terminal planning	Yes
Kramer Aerotek inc.	Business plans, market assessment	Yes
Landrum & Brown	Airfield, airspace planning	No
Lea + Elliott	Automated people mover	No
PGAL, Inc.	ConRAC planning, project definition	No
Shrewsberry	Engineering, AGIS, airfield design	Yes
Stolfus	Traffic Engineering, roadway planning	Yes
Webber Air Cargo	Air cargo planning	No

Note: We are working with Connico and AL Jackson to reestablish their DSBO approved MWBE status.

Ability to Perform the Scope of Work

We offer the following with regard to our ability to perform the scope of work effectively and conveniently:

- **Excellent availability of key personnel:** the project management team and key subject matter experts have the availability required to deliver high quality work products to DEN. Through prudent staff planning described in Section 4, we can ensure that the necessary staff are available for the given scope of work.
- **Depth of planning resources:** InterVISTAS along with our teammates Landrum & Brown and AECOM offer more than 60 airport planners, and a wealth of other consulting staff who routinely work on airport planning. Many of these resources have recent experience working for DEN.
- **Industry leading specialists:** we offer specialists that provide both additional resources to InterVISTAS and industry leading expertise. They have committed to being available (on site as required) should a task involve their expertise.
- **Successful coordination track record:** InterVISTAS has successfully coordinated with DEN and its other consultants through multiple task orders, as described in Section 4.

Office Addresses and Number of Employees

Per the RFP, we have prepared the table below that summarizes the offices for each team member in terms of their location, number of employees, and share of the work on this project by office.

Firm and Office Address	Number of Employees			Est. % Work By Office
	Prof	Support	Total	
InterVISTAS Consulting				
66 Bovet Road, Suite 370, San Mateo, CA 94402	7	0	7	65%
1200 West 73rd Avenue, Suite 550 Vancouver, B.C., Canada V6P 6G5	14	4	18	25%
1150 Connecticut Avenue, NW, Suite 611 Washington DC 20036	6	1	7	10%
AECOM				
7595 Technology Way, Suite 200, Denver, CO 80237	580	36	616	100%
AL Jackson				
201 South Biscayne Blvd, 28th Floor Miami, FL 33131	7	1	8	90%
1451 West Cypress Creek Road, Suite 300 Ft. Lauderdale, FL	1	0	1	10%
Aviation Planning Group				
530 Commons Drive, Golden, CO 80401	1	0	1	9%
Remote	10	0	10	91%

Connico, LLC				
2594 N. Mount Juliet Road Mount Juliet, TN 37122	7	3	10	30%
2940 Hebron Park Drive, Suite 209 Hebron, KY 41048	7	0	7	10%
885 Woodstock Road, Suite 430-222 Roswell, GA 30075	4	0	4	60%
Iron Horse Architects				
1900 Grant Street, Suite 1130, Denver, CO 80203	15	3	18	100%
Kramer Aerotek				
580 Utica Ave, Boulder, CO 80304	1	0	1	100%
Landrum & Brown				
475 Lincoln Street, Suite 100 Denver, CO 80203	4	0	4	30%
44 Montgomery Street, Suite 1420 San Francisco, CA 94104	4	0	4	20%
4445 Lake Forest Drive, Suite 700 Cincinnati, OH 45242	26	12	38	50%
Lea + Elliott				
2505 N. State HWY 360, Suite 750 Grand Prairie, TX 75050	14	5	19	100%
PGAL				
7951 E. Maplewood Avenue, Suite 105 Greenwood Village, CO 80111	3	2	5	25%
1425 Ellsworth Industrial Blvd, Suite 15 Atlanta, GA 30318	6	12	18	75%
Shrewsberry				
7321 Shadeland Station, Suite 160 Indianapolis, IN 46256	46	18	64	5%
2696 S. Colorado Boulevard, Suite 460 Denver, CO 80222	23	1	24	80%
2018 156th Avenue NE, Building F, Suite 100 Bellevue, WA 98007	3	0	3	5%
17330 Preston Road, Suite 108D, Dallas, TX 75252	3	0	3	5%
555 Marriott Drive, 3rd Floor, Nashville, TN 37214	1	0	1	5%
Stolfus				
5690 DTC Blvd, Suite 330W Greenwood Village, CO 80111	15	2	17	100%
Webber Air Cargo				
7808 Cheno Cortina Trail, Austin TX 78749	1	0	1	100%

6. Company Experience & Qualifications

InterVISTAS is a full-service aviation consulting firm with extensive experience in the airport, aviation, and transportation industries. InterVISTAS provides an integrated approach to our airport consulting assignments as evidenced by our breadth and depth of service offerings. We offer in-house experts with diverse backgrounds in aviation to evaluate not only the technical merits of a proposed improvement but also its business and financial implications.

InterVISTAS is a demonstrated thought leader in the industry

InterVISTAS staff are a regular voice in the industry, having published dozens of thought leadership pieces over the last 18 months alone, primarily related to COVID impacts and recovery. These global insights, summarized below, can also be found on our website.

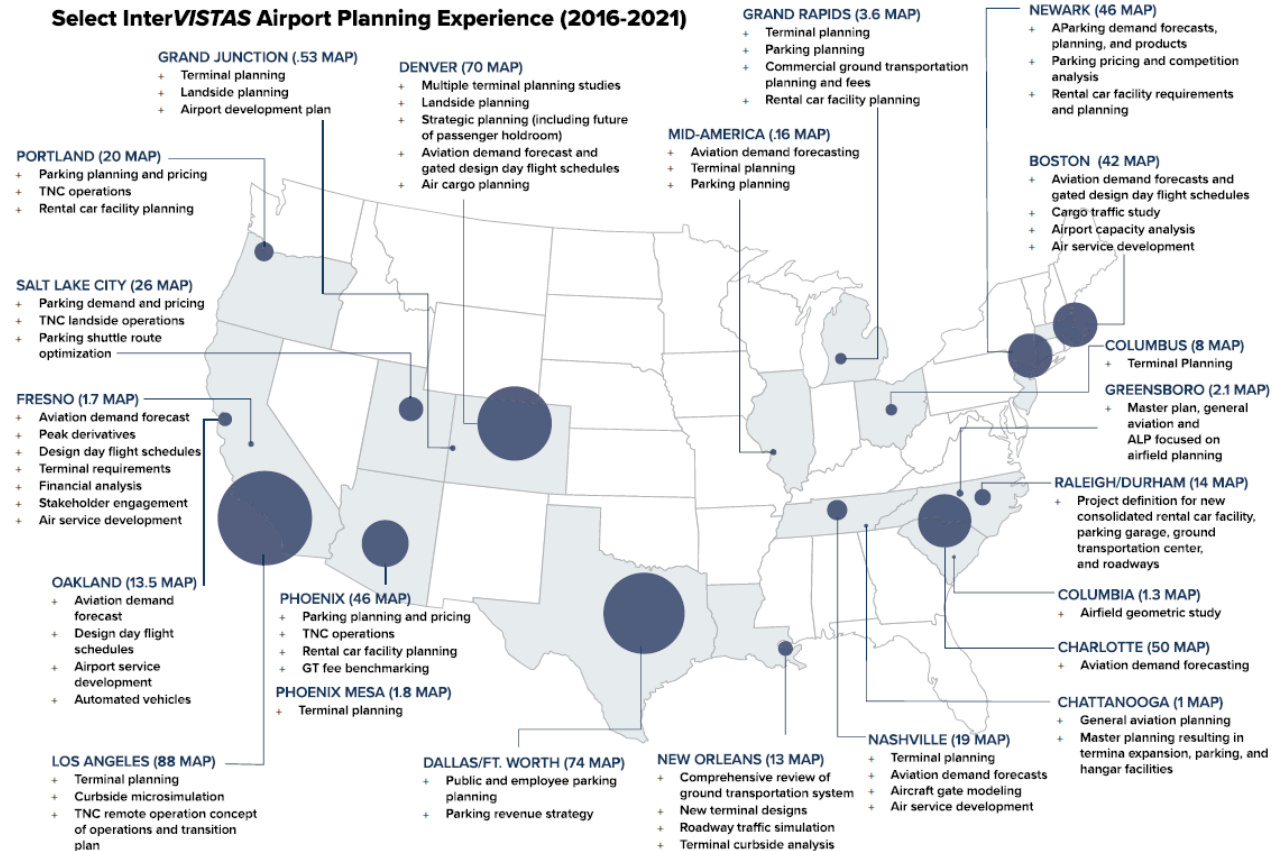
- The Future of Advanced Air Mobility & What it Means for Airports
- Global Aviation Industry: Effect & Recovery Outlook of the COVID-19 Pandemic
- Beyond the Envelope – Re-imagining the Airport for Uncertain Times
- Airline Fleet Rationalization in the time of COVID-19 & the Implication for Airports
- Biometrics at Airports
- U.S. Aviation Recovery will be turbulent, but it is underway
- Airport Financial Impacts – North America
- Observations Regarding the Economics of Enterprise Bailouts
- COVID-19 and the U.S. Rental Car Industry
- Passenger Terminal Considerations in the Recovery from COVID-19
- Scenarios for Passenger Traffic Recovery

InterVISTAS staff have also led the research and development of more than a dozen Airport Cooperative Research Program (ACRP) reports that have become standard reference and guidance documents for airport planning. These cover issues as diverse as aviation demand forecasting, terminal planning, and groundside planning for airports.

- | | |
|---|--|
| • ACRP Report 24 , Guidebook for Evaluating Airport Parking Strategies and Supporting Technologies | • ACRP Report 146 , Commercial Ground Transportation at Airports: Best Practices |
| • ACRP Report 40 , Airport Curbside and Terminal Area Roadway Operations | • ACRP Synthesis 118 , Parking Rate Strategies |
| • ACRP Report 61 , Elimination or Reduction of Baggage Recheck for Arriving International Passengers | • ACRP Report 225 , Rethinking Airport Parking to Preserve and Enhance Non-Aeronautical Revenues |
| • ACRP Report 76 , Addressing Uncertainty about Future Airport Activity Levels in Airport Decision Making | • ACRP Report 233 , Airport Biometrics – A Primer |
| • ACRP Synthesis 84 , Transportation Network Companies (TNC): Challenges and Opportunities for Airport Operators | • ACRP 01-41 , Airport Blockchain Implementation Guidebook <i>[active]</i> |
| • ACRP Report 98 , Understanding Airline & Passenger Choice in Multi-Airport Regions | • ACRP 03-60 , Incorporating Shock Events into Aviation Demand Forecasting and Airport Planning <i>[active]</i> |
| | • ACRP 07-17 , Update to ACRP Report 40: Airport Roadway Analysis and Curbside Congestion Management Strategies <i>[active]</i> |

Experience and project briefs

The map on the next page highlights some of InterVISTAS' airport planning experience in the U.S. over the past six years. Notably, all the projects listed on the map were led by the proposed key personnel for this engagement from InterVISTAS. Our team is constructed to address the issues we expect Denver to need under this contract, with industry leaders in each area of the services described in the RFQ. Five recent and relevant projects with references are highlighted in the pages following the map. For each, we identify the staff involved, which closely align with the proposed staff for this on-call planning solicitation.



Note: the size of the circle corresponds to market size in terms of passengers; MAP = million annual passengers in 2019

On-Call Airport Planning and Management Consulting Services (2016-present)

Denver International Airport, Denver, CO

Reference: Bill Poole, Senior Vice President of Planning and Design, Denver International Airport; Tel: 303.342.4518; E-mail: bill.poole@flydenver.com

Contract Value, Gross Fees, and Share of Work: \$1.375M On-Call Planning – Connico 6%, PGAL 3%, Kramer aerotek 1%, A.L. Jackson 1%; \$403,000 Mgt. Consulting – Korn Ferry 38%, JLL 16%, Denver Retail 7%, Kramer aerotek 2%, Webber Air Cargo 6%

Project Summary: Since 2016, InterVISTAS has assisted the City and County of Denver with on-call aviation consulting services and airport planning. The scope of work includes aviation studies related to all functional areas of the airport. Below we have highlighted five planning assignments:

Aviation Demand Forecasts and Gate Modeling. InterVISTAS prepared two iterations of comprehensive aviation demand forecasts for the airport, including multiple future demand scenarios, as well as design day flight schedules to inform several different subsequent studies. The forecasts were informed by extensive airline consultation, as well as the insights of our Air Service Development experts. Using the future design day flight schedules, InterVISTAS prepared a gate model of the airport's three concourses in both their existing and future configuration to inform plans beyond the 39- gate expansion program. The gate modeling was helpful to DEN to understand the impact of future gating scenarios on the train system serving the concourses.

Great Hall Design Reviews and Concept Evaluation. As part of the Great Hall redevelopment, InterVISTAS staff assisted DEN with development and evaluation of terminal ticketing lobby and passenger security screening checkpoint redevelopment alternatives, cognizant of emerging technologies and processes. These alternatives sought to maximize terminal processing capacity while ensuring a smooth and intuitive passenger flow. To evaluate the concept, extensive simulation modeling of the check-in hall and security checkpoint was conducted. We also advised DEN regarding the curbside plans, to ensure that the check-in hall and curbside operation would operate smoothly, demonstrating our inter-disciplinary approach and value.

Strategic Facility Plan for CBP Federal Inspection Services. DEN has been experiencing rapid growth of international air service, but the design and flow of the international arrival facility dates back to design standards that are no longer current. InterVISTAS worked with DEN to develop a strategic facility plan that incorporates new innovations and enhancements to the international arrivals process, which will allow it to meet growth and facilitate improved passenger experiences.

Rental Car Facility Planning. The DEN rental car market is strong, and DEN is one of the few airports in the top 30 (ranked by passenger activity) without a consolidated rental car facility (CONRAC). While land is abundant at DEN, there are still several competing uses for land that could be occupied by a new rental car facility. Accordingly, DEN had been studying the issue with little progress for several years. In 2019, InterVISTAS was entrusted by DEN executives to develop new facility requirements and progress towards a solution, first by focusing on expanding existing facilities and later to focus on potential CONRAC sites. Now, in late-2021, the airport's executive team is ready to move forward with a new development program to invest several hundred million in rental car facilities.

Project Challenges and Lessons Learned: The Great Hall project is extraordinarily complex and involves numerous stakeholders and agencies. Throughout the project it became evident that clear messaging of ideas and sound decision-making principles are required to ensure consensus among the stakeholders. To accomplish this, simulation modeling became important to both visually and analytically show the stakeholders the feasibility of the designs. Finally, it was also imperative that highly technical and complex planning issues be explained with brevity, analogies, and "storytelling" to convey these issues in a relatable and memorable manner.

Relevance to DEN: Through these efforts, we are intimately familiar with DEN staff and the issues challenging the Airport. Our institutional knowledge will allow us to efficiently execute additional planning assignments with no learning curve. Finally, our knowledge of the issues allows us to evaluate viable alternatives that will assist the planning department to proactively implement solutions.

On-Call Strategic Operations Consulting Services and As Needed Air Service Development (2018-2021)

Los Angeles World Airports, Los Angeles, CA

Reference: Viji Prasad, Director of Airport Operations, Los Angeles World Airports; Tel: 424.646.8251; E-mail: vprasad@lawa.org

Contract Value, Gross Fees, and Share of Work: \$1.8M in total fees – Airport Planning Solution (SBE) 17%, Fryman Management Group (S/L/D/VBE) 49%, HNTB 3%, KOA Corporation (S/LBE) 1%, O2EPCM (S/LBE) 3%, Wiltec (S/LBE) 1%

Project Summary: Multiple landside and terminal planning tasks have been conducted under two multi-year on-call contracts. Key tasks to date, which are in support of the ongoing capital plan at Los Angeles International Airport (LAX), include the following landside and terminal projects.

Developing an airport-wide gate model to quantify impact of upcoming construction projects at LAX and changes in gate inventory. LAX and the primary air carriers serving the airport are preparing to embark on significant construction projects in advance of the 2028 Olympics, including terminal renovations and expansions. The impact of each airline's project on the overall operation of the airport had previously not been evaluated. Several phasing and growth scenarios were modeled to identify the best year-by-year allocation of gates and airlines to minimize operational impacts. These efforts supported LAWA's discussions and negotiations with airlines over project phasing and gate requests during construction.

Developing a check-in counter allocation to validate the layout of Terminal 1.5. Terminal 1.5 is designed to provide check-in, outbound and inbound baggage handling, and passenger screening facilities in support of Terminals 1, 2, and Tom Bradley International Terminal (TBIT). Initially, these check-in counters were anticipated to primarily serve foreign flag carriers operating out of TBIT, which did not have sufficient capacity to accommodate the check-in needs for the carriers. The check-in model determined the number and timing of counters required by the proposed airlines. These outputs were used to develop a counter allocation plan to meet level of service and other LAWA imposed operating standards.

Developing microsimulation of a curbside facility introduced into an existing parking structure. The microsimulation model evaluated the operations of a proposed supplemental curbside located on the ground level of Parking Garage 3, with a focus on identifying potential queue lengths of vehicles entering the facility. This creative solution to provide additional curbside was needed because construction projects within the Central Terminal Area (CTA) significantly reduced the available curbside capacity.

Developing a pedestrian simulation to calculate peak accumulations following opening of a remote TNC and taxicab loading area. The simulation model evaluated the impact of the opening of the auxiliary curb (LAX-it) on pedestrian volumes on the lower level of the Central Terminal Area (CTA). LAX-it was designed to accommodate taxicab and Transportation Network Company ride pickups, thus moving those vehicles off the lower-level curbside.

Developing the concept of operations and transition plan, including contingency plans, for the remote TNC and taxicab loading area. In anticipation of future construction impacts to the airport curbside roadways, LAWA developed a remote loading area, served by a shuttle bus

system, for TNCs and taxicabs to reduce the curbside traffic volumes. InterVISTAS developed the concept of operations and transition plan for the opening of the facility, as well as contingency plans for disruptions to the facility's operations during and after the transition.

Project Challenges and Lessons Learned: Unlike many airports, LAW A has limited control over several of the terminal area facilities. One of the biggest challenges has been layering in the phasing of the various airport and airline-driven projects to ensure that the airport can function at a reasonable level of service during the multi-year construction period. This became even more strained before COVID-19 as both domestic and international traffic was growing significantly, adding additional constraints to the phasing puzzle. Now with demand tempered, project phasing is being accelerated to take advantage of the reduced traffic levels.

Relevance to DEN: The project work executed under the on-call contracts highlights the full range of terminal and landside planning services that InterVISTAS can provide. Issues at LAW A are often highly visible and political, which requires solutions and documentation that can withstand intense scrutiny. InterVISTAS staff proved to be flexible, efficient, and highly responsive to tasks requiring a rapid response. Despite short timeframes, InterVISTAS staff were able to provide evidence-based solutions and recommendations that withstood intense scrutiny. Lastly, a better understanding of the tools available to solve specific problems, whether it be dynamic simulation or static analysis, can be applied to on-call planning assignments for Denver.

Aviation Consulting Services (2014-2022)

Massachusetts Port Authority (Massport), Boston, MA

Reference: Shailesh Gongal, A.A.E., Manager Aviation Planning, Massport; Tel: 617.568.3578, E-mail: sgongal@massport.com

Contract Value, Gross Fees, and Share of Work: \$338,000 in task orders from 2018-2021 on-call contract – HNTB 7%, Godly Advisors 14%

Project Summary: InterVISTAS staff have been providing a wide range of aviation consulting services for Massport, much of which focused on near- and long-term planning issues such as gate planning, cargo facility optimization, strategic planning, land use planning, and airport facility planning. In addition, InterVISTAS has provided extensive support to Massport in aviation demand forecasting and economic impact studies.

Terminal A Gate Optimization. In 2016, InterVISTAS staff were tasked with determining the minimum number of gates required to accommodate the peak day operations at Boston-Logan's Terminal A. Through collaboration with Massport, InterVISTAS developed a matched representative peak day flight schedule, reviewed the existing aircraft parking layout for gate service restrictions, and gated the matched flights using proprietary software.

Terminal Balancing. InterVISTAS has provided Massport updated aviation demand forecasts throughout the on-call contract period. To assist with accommodating the demand generated by the demand forecasts, InterVISTAS also developed existing gated design day schedules as well as future derivative flight schedules. These flight schedules have helped identify ways to balance the peak-hour and peak day demand across terminals. In addition, they have been used as inputs to other Massport projects such as a runway mitigation study.

Cargo Relocation and Traffic Study. InterVISTAS conducted a cargo truck volume study to measure peaking patterns of inbound and outbound vehicles on Harborside Drive to redesign the truck staging area and truck flow within the South Cargo Area. The goal of the study was to alleviate congestion and improve truck dispatching within the constrained cargo site. As a result of the project, Massport implemented roadway and parking lot modifications to improve staging and vehicle flow.

Ground Access and Strategic Planning Services. InterVISTAS has executed a wide range of landside transportation and parking consulting services, including analyses of access and curbside roadway operations and requirements, TNC operations, public and employee parking demands and parking pricing, and bus operations.

Runway Incursion Mitigation Study and Comprehensive Airfield Geometry Analysis.

Primary tasks performed by InterVISTAS included reviewing the aviation demand forecast, preparing the FAA aviation forecast technical memorandum, and preparing and gating a baseline design day flight schedule. InterVISTAS used its strength in aviation demand forecasting and airline operations along with its knowledge of Logan Airport to explain the factors affecting future aviation demand at the Airport. InterVISTAS developed a matched representative peak day flight schedule including cargo, general aviation, and non-scheduled operations; reviewed the existing aircraft stand parking layout and operational considerations; and gated the matched scheduled.

On-Call Landside Transportation & Parking Consulting Services (2008 – 2014, 2018 – present)

Salt Lake City Department of Airports, Salt Lake City, UT

Reference: Treber Anderson, Director Airport Operations, Salt Lake Department of Airports, Tel:801.575.2803, E-mail: treber.anderson@slcgov.com

Contract Value, Gross Fees, and Share of Work: \$126,000 in authorized task orders since 2018 contract, all executed by InterVISTAS

Project Summary: InterVISTAS is currently under contract with the Salt Lake City Department of Airports (SLCDA) for on-call services. Most of the on-call tasks have been related to opening a new terminal and supporting facilities. Examples of recent tasks include (1) updated analyses of parking rates and revenues, (2) improving parking shuttle bus routes and stop locations, (3) analyses of Transportation Network Company operations and fees at the new terminal, and (4) identification of potential ground transportation hold lot sites.

From 2008 to 2014, InterVISTAS staff assisted SLCDA by preparing a Comprehensive Landside Plan in support of a terminal development program. The study included the development of facility requirements and detailed plans and layouts for all landside concepts associated with the new, recently completed terminal building including (1) new roadway concept and detailed plans to accommodate future demands, (2) layout of the three new terminal building curbsides, (3) layout of a new parking garage with 6,400 public parking stalls, (4) layout plans and requirements for a consolidated rental car facility, inclusive of ready/return in the garage, a new multi-level QTA, and service facilities, and (5) plans for the alignment of the tracks and airport station for an extension of the TRAX light rail network. Tasks required close coordination with the terminal building architect. The alternatives phase included the development of more than ten new

multilevel curbside roadway concepts corresponding to alternative terminal building concepts and locations for rental car service centers and storage areas.

To support these efforts, InterVISTAS staff developed micro-simulations of roadway traffic to assess the delays caused by light rail trains passing through an at-grade intersection serving airport traffic. Phasing plans were developed to confirm the ability to maintain vehicular access to the terminal and parking garage during construction of the new terminal. The SLCDCA adhered to these plans when constructing the new roadway.

Project Challenges and Lessons Learned: Constant coordination was required between the landside planners and the terminal architects to ensure that the levels of the terminal building and the location of the headhouse aligned with the curbside and garage configurations. An additional challenge was developing phasing plans to allow for the airport to operate efficiently during construction.

Relevance to DEN: InterVISTAS staff provided landside planning perspective to assist architects throughout the terminal redevelopment process, including the interaction of the terminal with the curbside and parking facilities and pedestrian circulation between parking facilities and the terminal. An additional challenge was developing phasing plans to allow for the airport to operate efficiently during construction. The alternatives developed as part of the planning process anticipated the subsequent environmental process and provided a seamless transition into the environmental assessment (EA). InterVISTAS was then part of a separate contract to conduct technical analysis supporting the EA. More recently, InterVISTAS staff evaluated the implications and facility needs of TNCs and bring a strong understanding of these and other “disruptive” ground transportation trends.

Demand Forecasting, Airfield Analysis, and Optimization of Gate Utilization (2019 – 2021)

Nashville International Airport, Nashville, TN

Reference: Keith Wilschetz, MSEL, Director of Strategic Planning; Tel: 615-275-1643; Cell: 615-483-8820; keith.wilschetz@flynashville.com

Contract Value, Gross Fees, and Share of Work: Contract where InterVISTAS was prime: \$130,000 in task orders, all completed by InterVISTAS. Contracts where InterVISTAS was a subconsultant: \$425,000

Project Summary:

Nashville International Airport (BNA) has been growing rapidly over the past several years, far exceeding prior recent forecast efforts and a recently completed master plan. In 2019, InterVISTAS prepared a 10-year aviation demand forecast to recalibrate the expected growth and quantify future gate requirements. The forecast was supplemented with design day flight schedules for three future levels of activity. Gate requirement scenarios were developed from the flight schedules to provide recommendations regarding the timing and phasing of various terminal concourse and remote apron facilities.

In early 2021, as Nashville was recovering from the effects of the COVID-19 pandemic, the gating study was updated to reflect a new passenger forecast scenario also developed by InterVISTAS.

The goal of the update was to understand the timing and phasing of new Concourse A. InterVISTAS prepared board briefing materials to provide an expert opinion on the rationale and timing for the new concourse as well as the options for phasing (e.g., how extensive could the removal of old concourse gate inventory be during a single phase). An additional follow-on study was authorized once the growth trajectory for the airport began to return to pre-pandemic levels. The update provided an understanding of the impact that post-pandemic growth would have on the gate infrastructure as well as potential mitigating measures to improve utilization of existing gates, such as increasing the number common use gates and refining preferential gate rule parameters.

As demand continues to increase, more destinations are added, and the fleet grows larger, staff asked InterVISTAS to provide a recommendation on runway length extension required to serve these potential new destinations. Using FAA runway length guidelines and aircraft manufacturer airport planning manuals, InterVISTAS developed takeoff and landing length requirements to support different airline route cases.

InterVISTAS also provided landside planning services as part of the 2017 BNA Terminal Vision Plan and 2020 Airport Master Plan. As part of the Terminal Vision Plan, services included developing curbside activity forecasts and low-cost operational strategies to ensure terminal development plans could be implemented while achieving acceptable service levels on the curbside roadways. For the Master Plan, InterVISTAS developed requirements and alternatives for all ground transportation elements, including estimates of future mode shares resulting from ongoing maturation of the market for transportation network companies (and eventual introduction of autonomous vehicles) and quantifying latent demand for close-in public parking facilities that had been over-capacity for several years.

Project Challenges and Lessons Learned: Nashville was growing quickly before the pandemic and historically had very few common use gates available. This challenge was compounded when gates had to be taken offline to support construction of BNA Vision while post-pandemic demand was rebounding, including the addition of new common use airlines. This necessitated different departments to come together with InterVISTAS to understand each of the construction phases and the impacts on evolving airline flight schedules. This also resulted in a modification to increase the preferential gate rules to allow for increased airline sharing of vacant gates.

Relevance to DEN: The services provided to Nashville as part of the gate optimization and BNA Terminal Vision Plan align with the potential scope items in the DEN On-Call Planning RFP and are similar to services provided by InterVISTAS staff to DEN under prior engagements.

Appendix: Detailed one-page resumes

In the following pages, we have provided the following resumes:

InterVISTAS Consulting, Inc.

Josh Cohn	27
Steve Domino	28
Steven Derengowski	29
Dan Barton	30
Mark Taylor	31
Ernest Choi	32
Gavin Duncan	33
Kathryn Tooley	34
Levi Anstine	35
Peter Mandle	36
Solomon Wong	37

AECOM

Christer Wilkinson	38
Kevin Bleach	39
Kyle Williams	40

A.L. Jackson and Company

Rob Fetterman	41
Tony Jackson	42

The Aviation Planning Group

Haseeb Mirza	43
Leah Whitfield	44
Zach Duvall	45

Connico, LLC

Charles Cleary	46
Charl Neser	47

Iron Horse Architects

Kevin Ashby	48
Michael Kutz	49
Virginia McAllister	50

Kramer aerotek

Lois Kramer	51
-------------------	----

Landrum & Brown

Berta Fernandez	52
James Terry	53
Jordan Roos	54
Nathan Silengo	55

Lea+Elliott

Scott Kutchins	56
Melissa Ring	57

PGAL

Jeff Weiner	58
Payal Harrell	59
Stephanie Kazanecki	60
Scott Buehler	61

Shrewsberry & Associates, LLC

Alexandra Tweedle	62
Landen Yasuda	63
Matthew Nutter	64

Stolfus & Associates, Inc.

Matt Brown	65
------------------	----

Webber Air Cargo

Mike Webber	66
-------------------	----

(The names are interactive links
directly to the individual's resume)

JOSH COHN
InterVISTAS



Position/Role

Senior Director/
Project Manager

Education

MS Transportation
Engineering, University
of California, Berkeley

BS Civil Engineering,
Washington University,
magna cum laude

Office Location

San Mateo, CA

Years of experience

14 (6 with InterVISTAS)

**Professional
Organizations**

Member of ACC Terminal
& Facilities Committee
and AAAE OSPEM
Committee

CORE STRENGTHS

- | | |
|---------------------------------|--|
| + Airport master planning | + Design day flight schedules |
| + Terminal facility planning | + Airline insights |
| + Simulation and gate modelling | + Passenger and baggage security screening |
| + Airport operations planning | |

Josh has over 14 years of airport planning experience leading complex airport planning assignments at large and small airports including Boston Logan International Airport, Chattanooga Metropolitan Airport, Denver International Airport, Gerald R. Ford International Airport, Grand Junction Regional Airport, Halifax Stanfield International Airport, Los Angeles International Airport, Nashville International Airport, and several others.

Josh specializes in terminal planning but brings a diverse background including simulation modeling, gate utilization, security screening, airline insights, and ground access. He is intimately familiar with applicable design guides, throughputs, and standards for various terminal processing facilities. He also brings a deep understanding of the airline industry, including fleet, route network, and technology developments. He recently served as a senior investigator on an ACRP research project on the application of biometrics in the airport space. Josh was a noted contributor to the 11th edition of the IATA Airport Development Reference Manual (ADRM), focusing on the importance derivative design day flight schedules play in the planning process, and a noted reviewer on the recently released 12th edition.

Josh has also led terminal capacity and CAST Terminal simulation projects at numerous airports around the world including those serving Denver, London (Heathrow), Guayaquil (Ecuador), Istanbul, Los Angeles, Nashville, and Halifax. Several of these projects focused on the delicate balance between gate and terminal needs, as well as ensuring flexibility and resiliency in operation.

Josh is active in the industry, serving as a member of the ACC Terminal & Facilities Committee as well as the AAAE Operations, Safety, Planning, Emergency Management (OSPEM) Committee. He has recently delivered conference presentations related to planning and COVID-19 recovery to the National Academies of Science; the AAAE/ACC Airport Planning, Design and Construction Symposium; and the ACC Airports Technical Workshop. He also actively develops and publishes thought leadership materials in the terminal planning space.

RELEVANT EXPERIENCE

- [ACRP Report 233](#) Airport Biometric – A Primer, senior investigator
- [BNA](#) Design day flight schedules, forecast scenarios, and gate modeling
- [BOS](#) Harborside Drive cargo, terminal capacity analysis, gating analysis
- [CMH](#) Terminal planning strategy and long-range plan
- [DEN](#) Demand forecasts and design day flight schedules, Great Hall design review, terminal planning, Strategic Facility Plan for CBP
- [GJT](#) Terminal planning, forecasting, general aviation planning
- [GRR](#) Terminal planning, forecasting, gate analysis, capital planning
- [LAX](#) TSA Checkpoint level of service, capacity modeling and gate modeling
- [SFO](#) Airport Development Plan, Central Hub planning and AirTrain flows

STEVEN DOMINO,
A.A.E.
InterVISTAS



Position/Role
Senior Vice President/
Strategic Advisor

Education
BS, Geography, Cum
Laude
University of Utah, 1977

BS, Political Science,
Magna Cum Laude
University of Utah, 1982

Office Location
Salt Lake City, UT

Years of experience
45 (<1 year with InterVISTAS)

**Professional
Organizations**
AAAE

CORE STRENGTHS

- | | |
|--------------------------------|---------------------------------|
| + Airport master planning | + Stakeholder engagement |
| + Program management | + AIP Grants / PFC Applications |
| + Capital Improvement Planning | + Site requirement analysis |

Mr. Domino is an Accredited Airport Executive (A.A.E.) having 45 years of airport planning experience; including 30 years at Salt Lake City International Airport where he served as Director of Planning and Capital Programming. His airport management experience includes engineering design and construction administration, which provides him with a unique understanding of how projects need to be planned to ensure successful implementation in the real-world airport environment. Mr. Domino uses his airport management experience to plan and carry out capital projects that are practical and implementable by focusing on cost effectiveness, operational continuity, and providing high levels of customer service as keystone objectives.

Mr. Domino has proven leadership in directing major initiatives and negotiating resolutions on highly controversial, politically sensitive and complex projects. Steve successfully builds relationships among stakeholders by demonstrating patience, respect, and understanding to find commonalities that will cultivate consensus among airport staff, airlines, airport tenants, community officials, and the public.

Mr. Domino specializes in implementing capital improvements by transforming ideas into constructed facilities. He has planned, programmed and coordinated development of over \$2.5 billion in airfield, terminal, landside, and support facilities at airports including Denver, Salt Lake City, Seattle, Chicago O'Hare, Tampa, Spokane, Anchorage, Indianapolis, Boise, King County/Boeing Field, Changi, and Los Angeles.

RELEVANT EXPERIENCE

On-Call Planning Services IDIQ; Seattle-Tacoma International Airport; Seattle, WA — Project Manager. Managed on-call planning services requiring simultaneous management of multiple service directives to evaluate issues and identify solutions for terminals, roads, and parking. Each project involved documenting existing conditions, evaluating operational issues, exploring multiple alternatives, and providing recommendations.

On-Call Gate Planning Services IDIQ; Seattle-Tacoma International Airport; Seattle, WA — Project Manager. Managed on-call planning services to identify and evaluate a variety of options to park 12 narrow-body aircraft at various locations throughout the airport. More than 30 different options were identified and evaluated.

On-call Planning Services, King County International Airport, Seattle Washington — Project Manager. Led a team of staff and sub-consultants to evaluate and resolve various airport planning and operational issues. Assignments included, airspace analysis, CIP development and management, evaluating airfield non-standard conditions, conducting site analysis for future facilities, preparing grant applications, and assisting with community messaging.

Master Plan and On-call Planning Services, Salt Lake City International Airport, Salt Lake City Utah - Project Manager. Led a team of staff and sub-consultants to prepare the 2022 Airport Master plan and provide on-call planning services. Performed quality control reviews and provided strategic advice on planning practices.

**STEVEN
DERENGOWSKI, CM**
InterVISTAS



Position/Role

Senior Consultant/
Deputy Project
Manager

Education

Bachelor of Science in
Aviation Management
Metropolitan State
University of Denver

Certified TERPS Flight
Procedures - Federal
Aviation
Administration (FAA)

Office Location

Denver, CO

Years of experience

8 (1 with InterVISTAS)

**Professional
Organizations**

Certified Member;
American Association of
Airport Executives

Airport Certified
Employee – Operations:
American Association of
Airport Executives

CORE STRENGTHS

- + Airspace optimization
- + Airfield analysis
- + Site assessments
- + Master planning
- + Capital Improvement Plan development
- + Scheduling and coordinating resources
- + Facility requirements analysis

Steven’s core value is to ensure every plan is realistic, implementable, and defensible. He has more than eight years of combined experience in airport operations and facility planning. His diverse skill set, and experience has allowed Steven to successful lead various complex planning assignments on schedule and within budget. His piloting and airport operations experience combined with his facility planning expertise allows him to understand issues from multiple perspectives. Steven will assist the project manager in ensuring each assignment has the right resources for completing on time and on budget.

RELEVANT EXPERIENCE

Steven led an evaluation for extending Runway 9R at [Chicago O’Hare International Airport](#) to understand impacts to flight procedures. This detailed study evaluated CFR 14 Part 77 Imaginary Surfaces, TERPS Obstacle Clearance Surfaces, and Minimum Obstacle Clearance requirements, One Engine Inoperative, threshold siting surface, departure surface, PAPI obstacle clearance surface and the Glide Slope Qualification surface. Once evaluated, objects penetrating one or multiple airspace surfaces were categorized and prioritized in a detailed obstruction mitigation plan. A unique approach was taken for vegetation in the obstruction mitigation plan to forecast growth rates and provide the airport with a proactive approach to address future obstructions. Project was delivered on schedule and on budget.

Steven assessed existing facilities, office sizes and interviewed stakeholders to understand adjacency needs to determine future office and lease space requirements for over 1600 airport staff and tenants at [Denver International Airport](#) in 2016. He analyzed survey data to develop various options to optimize workspace size and location by organizing work groups based on workflow, adjacency requirements and dependent functions. Developed and presented alternatives to stakeholders for feedback and gain consensus.

Steven led a study for developing cargo facility concepts along a future taxiway at [Boise Airport](#). The proposed site was land constrained and needed to balance landside facilities and airside needs. Site challenges included managing roadway constraints, munition clear zones, and immediately adjacent facilities. He prepared detailed concepts that met the goals and objectives of key stakeholders showing the aircraft parking apron, access taxiways, cargo processing building, ground service equipment staging, landside parking and vehicle maneuvering.

Steven evaluated airport signage on roads and within the terminal to determine recommendations to improve way finding for passengers at [Seattle-Tacoma International Airport](#). Additionally, he assessed existing office and storage space within the terminal to optimize space. Also, he studied the security screening checkpoints at SEA and the benefits for installing a new TSA Automated Security Lanes (ASL).

DAN BARTON
InterVISTAS



Position/Role

Senior Director/
Landside Planning

Education

Masters in
Transportation
Engineering, University
of California, Berkeley
Bachelor of Science in
Civil Engineering,
Brigham Young
University

Associations

Vice Chair of the ASCE
Airport Planning and
Operations Committee

Member of the
Transportation Research
Board’s Airport Terminals
and Ground Access
Committee

Frequent speaker at
national conferences

Office Location

Raleigh, NC

Years of experience

14 (6 with InterVISTAS)

CORE STRENGTHS

- | | |
|--|--------------------------------|
| + Airport ground transportation and design | + Roadway analyses and designs |
| + Commercial vehicle operations and fees | + Curbside operations |
| | + Public transit at airports |
| | + Landside management |

Dan is an experienced planner with ground transportation planning expertise who understands the interrelated physical, operational, and financial needs of airports. Dan has conducted planning efforts at more than 40 airports, including recently leading more than a dozen rental car facility planning projects. Dan has also led master plans at a dozen airports in the U.S., Canada, and Latin America. Dan has extensive experience leading large complex teams for large projects on-time and within the budget to the satisfaction of his clients. For most of these projects, Dan has presented at public meetings and before airport boards.

RELEVANT EXPERIENCE

Denver International Airport, On-Call Airport Planning (2017 – Present) | Denver, CO, United States

Dan has led a variety of ground transportation efforts under a series of on-call agreements. These studies have most recently been related to rental car programming and site selection for a potential CONRAC. Recent efforts have also included planning and programming for parking. Prior efforts included studies of the curbsides, TNC impacts, and planning a ground transportation vehicle hold lot.

Raleigh-Durham International Airport, CONRAC Program Definition (2017 – 2020) | Raleigh-Durham, NC, United States

Dan led preparation of program definition documents for a 6-level CONRAC and multi-level quick turnaround facility, a 6-level public parking garage, a ground transportation center, curbsides, and roadway facilities. A study of TNC activity and the eventual impact of autonomous vehicles resulted in the rental car and public parking structures to be sized smaller than originally proposed and an alternative TNC passenger pick-up area to be included in the GTC. Dan led Authority brainstorming sessions, alternatives evaluation, and selection of a preferred alternative. Concurrently, InterVISTAS developed a parking price-elasticity model to determine how rate changes might (a) impact parking demand by product, (b) impact TNC demand, and (c) delay the need to expand terminal-area parking facilities. InterVISTAS also examined the use of airport access fees to replace foregone parking and rental.

Reno-Tahoe International Airport, Comprehensive Landside Plan (2020 – 2021) | Reno, NV, U.S.

Dan led the development of a comprehensive landside plan. The project focused on programming and site selection for a new CONRAC, requiring coordination with the rental car industry. The study included demand-capacity analysis of the roadways and curbsides, resulting in a plan to modify the airport access roadways, which increases the development area available for parking facility expansion. The end result was a comprehensive land use plan for the airport’s airside properties.

MARK TAYLOR

InterVISTAS

**Position/Role**

Senior Vice President/
Demand Forecast
Discipline Lead

Education

Bachelor of Science,
Economics, California
Polytechnic State
University

Office Location

San Mateo, CA

Years of experience

33 (2 with InterVISTAS)

CORE STRENGTHS

- | | |
|----------------------------------|---------------------------------|
| + Financial modelling & analysis | + Airline traffic forecasts |
| + Bond feasibility studies | + Capital program affordability |
| + Air cargo/Ecommerce studies | + P3 evaluation |

For more than 30 years, Mr. Taylor has assisted airport operators with various financial, economic, operational, and planning analyses. Mr. Taylor has worked at more than 20 large-hub airports in the United States, many other medium- and small-hub airports, and many other major airports internationally.

Mr. Taylor has prepared airline traffic forecasts for more than 30 airports throughout the U.S., including: Austin-Bergstrom, Chicago O'Hare, Denver, Ft. Lauderdale, LaGuardia, Newark Liberty, John F. Kennedy, Miami, Orlando, Philadelphia, Pittsburgh, Seattle-Tacoma, and Tampa International airports. Mr. Taylor has also prepared forecasts for international airports in Asia, Europe, and Latin America.

Mr. Taylor also has extensive experience with financial analysis of proposed capital plans and related analyses such as bond financing, airline rates and charges modeling, lease negotiations, revenue development strategies, PFC and grant funding applications, and P3 business case analysis. Mr. Taylor has managed preparation of feasibility studies for more than 50 bond financing transactions with about \$10B in issuance value, including major project financings in New York and Miami.

RELEVANT EXPERIENCE

Denver International Airport, On-Call Airport Planning (2019 – Present) | Denver, CO, United States

Since 2019, Mark has assisted Denver International Airport (DEN), a connecting hub for both United and Southwest airlines, with on-call aviation consulting services.

Recent work includes:

- Update of airline traffic forecasts at the end of 2019 to reflect airline service development plans. Further update of airline traffic forecasts during 2020 to reflect the impact of COVID-19.
- Assistance with review of airline traffic forecasts for the FY 2022 budgeting process, including review of recent airline service developments and potential COVID-19 recovery scenarios.
- Preparation of an updated airline competition plan, including consideration of availability of airport facilities.

Guam International Airport Authority, On-Call Financial Consulting Services (1989 – Present) | Guam, GA, United States

Since 1989, Mark has served as lead financial consultant for the Guam International Airport Authority, while in employment with various firms. The most recent experience, while Mark has been employed by InterVISTAS since 2019, includes:

- COVID-19 financial analysis in 2020 to evaluate the downturn in airport traffic and financial results, and provide advice to the airport. This included analysis of potential relief measures for airlines and concessionaires, in the balance of potential federal aid.
- Annual budget review, to confirm sufficient revenue to satisfy the legal requirements of the Bond Indenture

ERNEST CHOI
InterVISTAS



Position/Role
Senior Consultant/
Traffic Analysis &
Simulation

Education
Bachelor of Science in
Civil Engineering,
University of California
Irvine, Irvine, CA

Office Location
San Mateo, CA

Years of experience
6 (4 with InterVISTAS)

CORE STRENGTHS

- | | |
|------------------------------------|----------------------------------|
| + Airport master planning | + Landside operations planning |
| + Traffic analysis | + Ground transportation planning |
| + Microsimulation traffic modeling | + Landside requirements |

Ernest is an avid user of microsimulation tools and is interested in the application of microsimulation to address and solve ground transportation issues. He specializes in utilizing microsimulation to determine the effectiveness of new roadway infrastructure changes, as well as evaluating traffic weaving areas, roundabouts, and signalized intersections. He has conducted microsimulation projects at airports including Raleigh-Durham, Los Angeles, New Orleans, and Mexico City. He also works on projects addressing airport landside roadway systems, developing future requirements, facilities planning, terminal curbsides, rental car facilities, ground transportation policy, and commercial ground transportation planning. Recently Ernest has completed studies for clients in Indianapolis, Los Angeles, New Orleans, Mexico City, Denver, Grand Rapids, Dallas Fort Worth, Anchorage, and Fairbanks.

RELEVANT EXPERIENCE

[Airport Cooperative Research Program, Update to ACRP Report 40 \(2020 – Present\) | Washington, D.C.](#)

Ernest has been developing a VISSIM vehicle simulation of numerous airport curbside configurations to establish planning-level curbside and roadway capacity numbers for a wide range of curbside roadway configurations and operational assumptions. Results will be incorporated into an updated guidebook that serves as the airport industry standard for the planning and analysis of on-airport access and terminal-area roadways.

[Los Angeles World Airports, On-Call Strategic Operations Consulting Services \(2020 – 2021\) | Los Angeles, CA](#)

Ernest has supported on-going capital planning at Los Angeles International Airport for the landside planning project. He developed a VISSIM vehicle microsimulation of a curbside facility introduced into an existing parking structure and developed a VISSIM vehicle microsimulation of a dedicated shuttle bus roadway to ensure that minimum headway and travel time goals could be retained during a series of construction-related lane closures.

[Alaska International Airport System, Terminal Ground Access Study \(2019 – 2020\) | Anchorage & Fairbanks, AK](#)

Ernest participated in a comprehensive study of landside ground access facilities at both Anchorage and Fairbanks international airports to determine the near- and long-term needs. He conducted facility capacity analyses, a benchmarking analysis of ground transportation fees and parking product offerings, a review of each airport’s business arrangements with ground transportation providers, and suggested changes to the existing commercial vehicle fees.

[Louis Armstrong New Orleans International Airport – Comprehensive Ground Transportation Planning \(2018 – 2019\) | New Orleans, LA](#)

Ernest has conducted a comprehensive review of the Airport roadway network for the new terminal, developing traffic volume forecasts to analyze the proposed roadway network and curbside allocations for areas of major concern due to capacity or other issues.

GAVIN DUNCAN
InterVISTAS



Position/Role

Senior Vice President/
Landside Planning

Education

MSCE, Transportation,
Georgia Institute of
Technology

BSCE, Civil Engineering,
Rice University

Office Location

San Mateo, CA

Years of experience

27 (6 with InterVISTAS)

CORE STRENGTHS

- + Landside simulation
- + Ground transportation forecasting and planning
- + Airport curbside and parking planning, design, and operations
- + Airport parking pricing and financial analysis

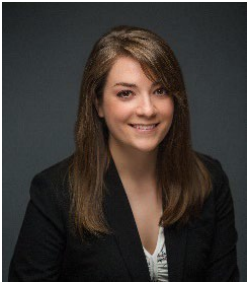
Gavin Duncan has more than 20 years of experience in airport commercial ground transportation analyses; airport roadway planning and conceptual design; airport curbside planning, design, and operations; and airport parking planning design, pricing, and financial analyses. Gavin focuses on solving challenges faced by airport operators in both the long-range planning and day-to-day operations of their ground transportation and parking facilities. His approach recognizes the inter-relationships between the physical, operational, and financial aspects of these facilities and their combined influence on the passenger experience and the operational and business needs of the airports and their tenants.

RELEVANT EXPERIENCE

Ground Access System Planning. For Calgary, Indianapolis, Portland, Sacramento, Seattle-Tacoma, and many other international airports, Gavin has conducted numerous studies to identify physical and operational plans and strategies to accommodate anticipated growth in vehicle traffic, curbside, and parking activity; these plans and strategies were developed to support the planning, programming, and design of all elements associated with new terminal buildings. Gavin also has developed ground transportation forecasts, facility requirements, traffic simulations, and conceptual plans for airport, terminal, or ground transportation master plans for the airports serving Austin, Bangalore (India), Columbus, Denver, Fort Lauderdale, Jacksonville, Los Angeles, Memphis, Mumbai (India), New Delhi (India), Norfolk, Ottawa, San Francisco, Seattle, and Tucson. He created trip generation estimates and concept plans for access, circulation, and curbside roadways; automated people movers; and intermodal transportation centers.

Parking Planning and Pricing Strategies. Gavin has evaluated parking demands, products, services, and pricing for numerous airports worldwide. He has developed public parking price elasticity models to test alternative price structures and the corresponding impact on revenues and parking utilization for numerous airports, including those serving Albany, Birmingham (UK), Chicago, Cincinnati, Memphis, Miami, Newark, Norfolk, Sacramento, San Francisco, Seattle, and Toronto. He also supported airport staff in presenting the pricing recommendations to airport senior management and commissioners. He has developed public parking demand, revenue, and operating expenses forecasts as part of due diligence supporting potential bids for commercial stakes in airport facilities in North America, Asia, and Europe, as well as for acquisition of a major Canadian off-airport parking operator. He served as Deputy Principal Investigator for the Airport Cooperative Research Program (ACRP) project leading ACRP Report 24, “Guidebook for Evaluating Airport Parking Strategies and Supporting Technologies.”

KATHRYN TOOLEY
InterVISTAS



Position/Role

Senior Consultant/
Aviation Economics

Education

Bachelor of Arts in
Economics; Bachelor of
Arts in International
Relations, University of
British Columbia

Office Location

Vancouver, BC

Years of experience

8 (5 with InterVISTAS)

CORE STRENGTHS

- | | |
|----------------------------|--------------------------------|
| + Air traffic forecasting | + Strategic planning |
| + Economic impact analysis | + Trade and market assessment |
| + Risk modeling | + Other economic data analysis |

Kathryn provides an enthusiastic and candid approach toward developing well-informed solutions for clients. Kathryn is a specialist in economic analysis and research, with project experience in air traffic forecasting, economic impact studies, market analyses, cargo and logistics strategy, and policy assessment. Kathryn has developed detailed technical forecasts and insights for numerous studies related to master and capital planning, strategic planning, and business case assessments.

RELEVANT EXPERIENCE

Measuring and Understanding the Relationship between Air Service and Regional Economic Development (2020 – Present) | United States, Analyst

Technical analyst and writer for the Transportation Research Board / Airport Cooperative Research Program ACRP Project 03-58 which delivers technical and practical guidance to airport staff on measuring, understanding, and communicating the linkages between commercial air service and regional economic development. Kathryn’s key contributions included a comprehensive comparison of trends in air service against regional economic conditions across all U.S. metropolitan areas with commercial airports, case study analysis of individual airports and their role in local economic development, and designing an online-based tool to assist airport staff in conducting their own economic assessments.

Norfolk International Airport, Economic Impact Study (2020) | Norfolk, VA, United States Deputy Project Manager, Lead Economic Impact Modeler

Deputy project manager and lead technical analyst responsible for measuring the economic impact of ongoing operations, visitor spending, and capital expenditures at Norfolk International Airport. Research and results focused on capturing the impacts associated with significant growth in air service at the airport over the past five years.

Denver International Airport, On-Call Airport Planning (2020) | Denver, CO United States Air Cargo Analyst

Technical analyst responsible for trade data analysis, market assessment, and cargo traffic analysis in support of an air cargo strategy for Denver International Airport.

LEVI ANSTINE, CM
InterVISTAS



Position/Role

Director, Airport &
Airline Consulting /
Airline Service & Market
Trends

Education

Master’s in Public
Administration,
University of Nebraska-
Omaha

BS, Aviation Sciences,
Oklahoma State
University

Office Location

Washington, DC.

Years of experience

14 (2 with InterVISTAS)

CORE STRENGTHS

- | | |
|--|--|
| + Airline Alliances and Joint Ventures | + Revenue management |
| + Airline network development | + International and regulatory affairs |
| | + Price strategy and revenue analysis |

Levi Anstine is a Director at InterVISTAS with 14 years of aviation experience. He brings a unique combination of both airport air service development and airline commercial planning experience. During his airport years, he was responsible for air service development at Colorado Springs Airport and Dallas/Fort Worth International Airport. While at Southwest Airlines, Levi was the lead analyst in Marketing, Finance, and Network Planning. In Network Planning, he was responsible for maximizing network profitability for 730 aircraft, including developing the 737 Classic fleet retirement capacity plan before the 737 MAX arrival.

RELEVANT EXPERIENCE

Air Service Development Manager at Dallas Fort Worth International Airport (DFW): Represented the airport at networking conferences while developing international and domestic airlines relationships. Analyzed and prepared route cases to pitch to target carriers. Developed relationships with American Airlines (network planning and cargo), Spirit Airlines, and United Airlines, among others.

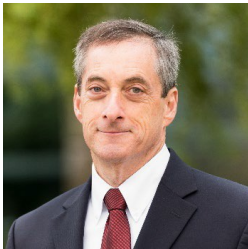
Air Service Development at Colorado Springs Airports (COS): Built business cases to pitch to airlines with data accessed from aviation statistical databases. These business cases and relationship building led to United Airlines starting and operating Colorado Springs to Washington, DC (IAD).

Network Planning Lead, Southwest Airlines: Developed 737 Classic Fleet retirement plan, leading to a temporary 5% reduction in the fleet while increasing overall flights and seats. The successful plan generated an additional \$115M network revenue during 4Q2017.

Network Planning Capacity Planning Lead, Southwest Airlines: Responsible for managing the capacity planning process to maximize the profitability for 730 aircraft on the Southwest Airlines network. Planned capacity for California, Phoenix, Denver, Houston, Dallas, St. Louis, and Las Vegas. These city capacity plans included new routes such as Houston-Omaha, Albany-Denver, Dallas-Omaha, San Diego-Tampa, Hartford-St. Louis, and Boise-San Jose. Onboarded and developed initial capacity set for Cincinnati.

Marketing Planning / Business Performance Lead Analyst, Southwest Airlines: Analyzed route performance and customer development data to develop robust marketing plans to increase customer acquisition and increase demand to the Southwest sales funnel. Worked in coordination with revenue management to develop weekly sale strategy. Financial Planning and Analysis, Southwest Airlines: Analyzed DCA and LGA slot acquisition business case supporting the American Airlines and US Airways slot auction. Developed profitability models. Developed city-level profitability and revenue targets to hit annual business needs.

PETER MANDLE
InterVISTAS



Position/Role

Senior Vice President/
Landside Integration

Education

Bachelor of Science, Civil
Engineering, Clarkson
University, Potsdam, NY.

Master of Civil
Engineering, University
of Connecticut, Storrs, CT

Office Location

San Mateo, CA

Years of experience

36 (6 with InterVISTAS)

CORE STRENGTHS

- | | |
|--|--------------------------------|
| + Airport ground transportation and design | + Roadway analyses and designs |
| + Commercial vehicle operations and fees | + Curbside operations |
| | + Public transit at airports |
| | + Landside management |

For more than 30 years, Mr. Mandle has planned and improved the operations the access, circulation, and curbside roadways plans at more than 60 airports in the US and overseas including those serving Anchorage, Boston, Dallas/Fort Worth, Denver, Houston (George Bush Intercontinental and William P. Hobby), Los Angeles, Portland, New Orleans, New York, Portland, Raleigh-Durham, Salt Lake City, San Francisco, Singapore, Seattle, and Tampa. He estimated future requirements, analyzed existing and future roadway operations, and developed and evaluated programs to reduce existing congestion and improve future operations. He has led the development of creative and implementable solutions to intractable roadway challenges that have been successfully implemented.

For airport operators in Albuquerque, Anchorage, Atlanta, Baltimore, Charleston, Dallas, Denver, Honolulu, Houston, Fresno, Long Beach, Los Angeles, Manchester, Minneapolis, Newark, New Orleans, New York, Philadelphia, Phoenix, Pittsburgh, Portland, Seattle, Tampa and elsewhere, Peter conducted projects that led to revised policies, and improved control and management of commercial ground transportation operations including Transportation Network Companies. He provided expert witness testimony in support of airport operators in Detroit, Los Angeles, Ontario, Minneapolis, San Francisco, and Norfolk, the latter being considered a landmark case.

Mr. Mandle served as Principal Investigator for several Airport Cooperative Research Program (ACRP) and Transit Cooperative Research Program (TCRP) projects addressing airport parking strategies and technologies (ACRP Report 24 and an on-going synthesis project), airport curbside and roadway operations (ACRP Report 40 and the on-going Project 07-17), commercial ground transportation at airports (ACRP Report 146), Transportation Network Companies (Synthesis 84), public transit access to airports (TCRP Reports 62 and 84), and an airport access guide prepared for the Federal Aviation Administration and Federal Highway Administration. He has authored more than 20 papers on airport parking, roadways, curbsides, and transit, presented before or published by major transportation and airport industry groups.

RELEVANT EXPERIENCE

Denver International Airport, On-Call Airport Planning (2017 – Present) | Denver, CO, United States

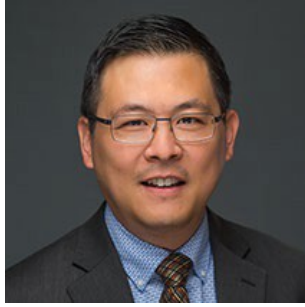
Since 2016, Peter has assisted the staff Denver International Airport by providing on-call aviation consulting services and airport planning as lead ground transportation planner.

Program Definition for Consolidated Rental Car Center, Ground Transportation Center and Parking, Raleigh-Durham International Airport, 2018 – 2021), | Raleigh, N.C., United States

Director for preparation of Program Definition for new rental car, public parking, ground transport, curbside ,and roadway facilities

SOLOMON WONG

InterVISTAS

**Position/Role**

President & CEO /
Passenger Facilitation

Education

Master of Science in
Planning, University of
Toronto

Bachelor of Arts
(Honors) – Urban and
Economic Geography,
University of British
Columbia

Office Location

Vancouver, BC

Years of experience

23 (23 with InterVISTAS)

CORE STRENGTHS

- | | |
|--------------------------------------|--------------------------------|
| + Border facilitation and innovation | + Facility and master planning |
| + Aviation security | + Facility access control |
| + Air cargo planning | + Environmental and noise |

RELEVANT EXPERIENCE

2018 San Diego FIS Facility – provided advise to the Gensler/PCL/Turner team to deliver a facility expansion to enable more international passengers to be processed with a new Technology Hall.

Denver International Airport CBP facility – review of future requirements for CBP processing as well as innovation to improve capacity for the international arrivals process.

2041 Master Plan, Vancouver International Airport, 2015 - Key tasks included: ground access analysis and the evolution of terminal models for security/border processing. Additionally, provided ongoing master planning-related services for Vancouver International Airport since 1999, most notably with a master plan completed in 2006 and updated in 2015.

Master Plan 2033, Winnipeg Richardson International Airport, 2015 - Included analyses on terminal, ground access and land-use. Assisted the airport advance site preparations for a new air terminal building.

Air Consultative Committee Smart Border Working Group - Support for airports to develop business cases for improvements to ITD, international-to-international process improvements.

Edmonton Airports Facilitation Strategy, 2013 - Facilitated workshops and delivered information on the future of passenger facilitation through 2020.

Canada Border Services Agency Trusted Traveler Vision, 2013 - Led a multi-national team to document best practices and technological evolution for 2018 generation of the Canadian trusted traveler programs.

Edmonton International Airport and Ottawa International Airport Automated Border Clearance Business Case, 2013 - Delivered business cases to obtain support from Canada Border Services Agency for Automated Border Clearance implementation.

Automated Passport Control Performance Review, Chicago and Vancouver, 2013 - Led a team to review the processing benefits of Automated Passport Control for the deployments at Chicago O'Hare and Vancouver

Selected publications and Presentations

- Companion Guide to CBP Airport Technology Design Standard (2017)
- Airport Cooperative Research Program (ACRP) 61: Elimination or Reduction of Baggage Recheck, Principal Investigator
- Evolving Security Screening: Trends In Checkpoint Design, Aviation Security International, February 2012, Author
- Secure Connections, Passenger Terminal World 2011 Showcase, Author

Dr. Christer Wilkinson, PhD Senior Project Manager

Education

PhD, Computer and Information Science,
University of Manchester, 1973
Msc, Artificial Intelligence London
University 1971
BSc, Economics, London School of
Economics and Political Science, 1970

Areas of Expertise

Airport Security
Airport Communications

Years of Experience

With AECOM: 20
With Other Firms: 30

Dr. Wilkinson has been providing professional information technology and security systems design services for infrastructure facilities, including ports and airports worldwide, for nearly five decades. He has been actively involved in standards development for airport security in the United States for over 20 years. He participated in the development of the first standard for airport access control systems, namely, the RTCA standard DO 230 in 1994. He chaired its revision, DO 230A, in 2002, and has chaired successive revisions to DO 230L in 2022.

He helped draft the FAA Recommended Security Guidelines for Airport Planning, Design, and Construction in 2001 and was responsible for the access control system sections in the 2006 version (by then under the TSA) and the 2011 version and participated in the recent 2017 version.

Dr. Wilkinson is familiar with federal architecture-engineering standards and guidelines as well as anti-terrorism and force protection guidelines, including Homeland Security Presidential Directives (HSPD-12) related to agency background checks for personnel and contractors, and personal identity verification credential requirements (PIV-1, PIV-2), and ATDS CBP standards.

He has assisted airports with federal agency compliance issues related to security and has hands-on experience with the applicable federal standards and associated design issues. Dr. Wilkinson has provided design services for the implementation of airport facilitation systems at numerous airports both in the US and Internationally.

Experience

Jorge Chavez International Airport, New Terminal, Lima, Peru. IT and Security Systems. (2019-2021)

Dr. Wilkinson was the security system designer for the new passenger terminal in Peru's largest and busiest airport.

Los Angeles World Airports Los Angeles California (2017-2019)

Dr. Wilkinson provided conceptual design services and RFP development services for the replacement of the existing staff access control system at LAX.

San Francisco International Airport (SFO) California (2015-2019)

Dr. Wilkinson is providing access control and video design consultancy services in the security infrastructure update program

Austin-Bergstrom International Airport Terminal Expansion Program(2015-2019)

Dr. Wilkinson was the lead designer providing security systems design services in support of a new ten gate terminal expansion, and terminal upgrade at ABIA

Kevin B. Bleach

Senior Project Manager

Professional History

01/2015 - Present, AECOM Senior Project Manager

06/1982 – 01/2015, Port Authority of NY & NJ

Education

Rutgers University, Cook College, B.S. Environmental Science 1979
Rutgers University, Graduate School - New Brunswick, M.S. Environmental Science 1982

Years of Experience

With AECOM: 7

With Other Firms: 32

Professional Affiliations

AAE "Accredited Airport Executive"
AAE ACE Safety Management System Accreditation
FAA Technical Center READC Airport Advisory Committee
AAAE Airfield Operations Committee
Transportation Research Board Airport Cooperative Research Program

Kevin B. Bleach has over 30 years' experience in managing aviation technical, planning and environmental issues. Proven abilities in airfield planning, regulatory analysis, environmental management, drafting and processing regulatory documents, Part 139 compliance, airport safety programs, airport engineering and contract management.

Experience

Project Manager FAA Runway Incursion Mitigation Program:

Responsible for managing the research support team that is assisting FAA staff in developing the Runway Incursion Mitigation program. Responsible for maintenance of existing RIM database and annual updates. As part of managing this program have provided support to FAA in RIM mitigation project cost estimating, validating taxiway intersections for inclusion as RIM locations, analysis of mitigation options for various taxiway geometries, development of a software interface for RIM program management and other related technical research as requested by FAA.

Project Manager Port Authority of NY & NJ SMS Program Review

Project Manager responsible for initial phase of work effort to assist the Port Authority in implementing an SMS Program at its airports. Tasks involved a literature review, a report on airport best practices, preparation of a job description and salary recommendation for a Safety Manager position, and completion of a gap analysis of Port Authority existing data management systems.

Safety Risk Management Panel Regarding Potential Loss of EMAS Maintenance Support

Lead Presenter/Subject Matter Expert for SRM Panel that addressed risks of EMAS contractor no longer providing support for 11 PANYNJ EMAS Beds. Presented system description, system state and proposed system changes. As part of this analysis researched bed maintenance records, bed operational characteristics and possible fleet mix changes from original installation. Prepared project proposal summary for SRM Panel, technical analysis for utilization by panel and assisted in preparation final SRM Panel narrative report.

Port Authority of NY & NJ, Aviation Technical Services Division:

Manager responsible for providing services to John F. Kennedy (JFK), Newark (EWR), LaGuardia (LGA), Teterboro (TEB) and Stewart (SWF) Airports, specializing in obstruction analyses and the 7460 process, management of airfield material contracts, functional design of airfield projects including development of modifications of standards, aircraft noise management and mitigation, environmental management, aeronautical standards and compliance. Developed and implemented annual goals, milestones, and budget in coordination with business plan objectives.

Implementation of Computerized Part 139 Training Program: Managed staff in the implementation of the Part 139 training kiosk program for all Port Authority Airports. Worked closely with contractor and facility staff to create and edit training scripts. Responsible for updating kiosk system scripts and interfaces to reflect changes in airport environment and operations. The program resulted in a more efficient training system, with improved record keeping and reduced training costs.

KYLE WILLIAMS

PROJECT MANAGER

Kyle Williams has more than 21 years of experience (10-years with AECOM) implementing geospatial solutions for various federal, state and local government clients. He has worked with the ESRI software suite throughout his career to develop meaningful GIS data, complete complex spatial data analysis and develop static and dynamic map products that increase operational efficiencies for his clients. Kyle manages AECOM's Airports GIS team and has proven track record of delivering excellence while adhering to a well-defined scope, schedule and budget. Kyle has a solid foundation for analyzing in-place business processes, identifying deficiencies, and implementing strategic improvements. Recent project expertise includes the development of requirements for the implementation of enterprise GIS and Asset Management systems, web-based GIS application development, asset management and systems integrations, land-use and emergency response planning, Situational Awareness implementation and deployment, and the development of a web GIS to support ongoing Master Plan initiatives. Through these projects he has worked with various stakeholder groups to develop GIS data for displaying assets, including fleet vehicle tracking and Intelligent Transportation Systems (ITS) sensors and devices, he has facilitated working groups and training seminars to define and refine standard operating procedures used to manage incidents and increase collaboration efficiencies. His experiences and capabilities include business analysis, asset management, solution delivery, data mining, developing data standards, project management, and team leadership.



**ADMINISTRATION, MASTERS
CERTIFICATE, GIS AND BS,
GEOLOGY**

PROJECT EXAMPLES

Denver International Airport (2020-2022) Project manager for two consecutive projects for the Light Detection and Ranging (LiDAR) scan of designated areas within the Airport Office Building (AOB), Concourses A, B & C, and the Jeppesen Terminal. Projects included establishing internal survey control, coordination and collection of LiDAR point cloud data and 720-degree spherical imagery of interior spaces. The resulting LiDAR data was used to develop Building information Model (BIM) content that documents current conditions of the accessible interior spaces.

Cleveland Hopkins International Airport (2019-Current) Project manager for the development and implementation of a GIS-based asset management (AM) platform. This project includes the development of business requirements for deploying and integrating enterprise Building Information Modeling (BIM), geographic information systems (GIS) to support an AM solution that will provide a dependable, efficient, cost-effective platform to plan and manage airport assets.

Memphis International Airport (2019-Current) Project manager for the airport's Digital Transformation project that will redefine how operations and business will be conducted at the airport for the foreseeable future. Kyle is responsible for facilitating stakeholder meetings, defining business and user requirements and operational enhancement opportunities. Key milestones on the digital enhancement roadmap include the deployment of an enterprise GIS, establishing a GIS data schema and developing meaning GIS data to support workflow enhancements. This effort also includes the evaluation of in-place software systems to determine which should be retired or retained and integrated with the project vision.

City of Austin Spatial Data Management (2019-2020) Project Manager for the refinement and conversion of legacy tabular information stored in an MS Access database into trusted and useable GIS data. In this effort 40,000 records were sanitized, so that more than half of the existing records could be geolocated automatically. The remainder of the active regulations were generated by hand so that the city had a current representation of regulations that could be displayed on a map and used for enforcement.

ROB FETTERMAN
Principal Consultant

PROFILE

Mr. Fetterman enjoys over fourteen (14) years of experience in financial analysis and management consulting in the public infrastructure space—including eleven (11) years with A.L. Jackson & Company—with a focus on the aviation sector. For numerous large domestic airports and operators, Rob has provided a variety of financial consulting services including advanced financial and economic analysis and modeling, capital program spending analysis, cash flow and rates & charges model auditing, FAA grant application preparation, and financial report development. Among Rob’s current and past clients are Clinton Little Rock National, Port Authority of New York and New Jersey, Philadelphia International, Raleigh-Durham International, Metropolitan Washington Airports Authority, and Tampa International.

SELECT PROJECT EXPERIENCE

Little Rock National Airport Financial Advisory Services / Grant Analysis / EAMS Implementation / ERP Implementation Assistance	Assisted with the financial analysis of AIP grant and PFC revenue spending on capital projects. Assisted with implementation of an enterprise asset management system (EAMS) to track and monitor asset maintenance and performance history. Assisted with the requirements definition, Request for Proposal (RFP) preparation, and selection of Enterprise Resource Planning System software and the selected systems integrator. Prepared training manuals and provided training for the Microsoft Dynamics Upgrade
Miami-Dade Aviation Department Financial Feasibility / On Call Professional Services	Assisted with the preparation of a Rental Car Revenue Impact Analysis in 2016 that investigated the underlying causes of declining rental car revenues including declining rates, emergent ridesharing, international traffic trends, new low-cost entrants, and customer diversions. Assisted with the preparation of General Airport Highest and Best Use Analysis to assess a variety of alternative capital investment and development strategies for MDAD’s two Executive airports. Assisted with the preparation of the Section 707 Trust Agreement for the Renewal Modification to the Development Lease Agreement with Aero Miami I, LLC and Ramp Management Agreement Amendment with Latam Airlines Group, S.A. and Lan Cargo S.A. related to Buildings 709 and 710

EDUCATION / CERTIFICATIONS

- Harvard University, Master of Public Policy** Dual Concentrations in Business and Government Policy and Applied Microeconomic Analysis
- Carnegie Mellon University, BS in Business Administration** Dual Majors in Information Technology and Manufacturing Management and Consulting

ANTHONY (TONY) L. JACKSON

Managing Director

PROFILE

Mr. Jackson has over thirty-five (35) years of public sector financial consulting and advisory experience. Over the past twenty-two (22) years with A.I. Jackson & Company, Tony has assisted aviation management with a myriad of financial, management advisory and operational studies, including but not limited to PFC application assistance, bond feasibility studies, competition plan updates, benefit cost analysis, rental car sizing and revenue studies, process improvement analysis, financial and management system selection and implementation, modeling and forecasting, information technology master plans, benchmarking studies and special purpose audits.

SELECT PROJECT EXPERIENCE

Miami-Dade Aviation Department Financial Feasibility / Traffic Engineer and On Call Professional Services	Lead consultant on General Consulting team for past twenty-years (20) years. Representative engagements involved in over this horizon include the following: <ul style="list-style-type: none">• Bond Feasibility Analysis and Related Procedures for Traffic Engineer• Process and Procedures Review• Assistance with preparing Section 707 Trust Agreement Certification• Ground Transportation Review and Analysis• Benchmarking Study of Parking Operations• Rental Car Facility Financial and Sizing Analysis• Rental Car Revenue Impact Analysis• Overhead Multiplier Audits
Denver International Aviation Department On Call Professional Services	Served on Financial Consulting team. We assisted this airport with an update of the Competition Plan which included performing benchmarking of ten (10) other recent competition plans and FAA comments to assist DIA management with review and acceptances.
Seattle Tacoma International Airport	Assisted with review, analysis and verification of the financial sections of the Traffic Engineer Report. Provided comments to Traffic Engineer for incorporation in the report.

EDUCATION / CERTIFICATIONS

Florida State University, Bachelor of Science, Accounting

Certified Public Accountant, State of Florida

Haseeb Mirza, C.M.

Aviation Planner

Haseeb is an aviation planner with over 6 years of planning experience leading deliverables for small-, medium, and large-hub airport clients. He has contributed as a planner on projects such as master plans, ALPs, demand capacity analysis, environmental assessments, re-evaluation memorandums, and categorical exclusion documents. He has experience developing ALPs, creating airside and landside concepts, and drafting public-use exhibits for proposed projects utilizing AutoCAD and AviPlan. His expertise of CAD and understanding of airport design standards helps to create exhibits that are both technically accurate and visually appealing.

RELEVANT PROJECT EXPERIENCE

United Airlines, On-Call Planning (2021–Present)

Haseeb is the deputy project manager for this ongoing on-call planning contract as an extension of staff to United Airlines. Haseeb's responsibilities include gate planning and analysis and airport activity statistical analysis. At DEN, Haseeb specifically analyzed gate lead-in lines and stop markers, potential jet bridge and fuel pit relocations for 20-foot wingtip clearances, and fuel hydrant clearances using AviPlan Airside Pro. Recently, Haseeb led an analysis of pushbacks, taxi turns, and taxilane object free area penetrations at DEN to aid the airline in placing new apron drop point markings at its Concourse A gates.

Olympia Regional Airport, Master Plan Update, Port of Olympia, Tumwater, Washington (2021–Present)

Haseeb is a planner for the project and has researched and developed the Facility Requirements and Alternative chapters with a focus on new technologies and sustainable aviation fuels with consideration of endangered species. Haseeb has presented at technical advisory committee meetings and prepared graphics for the study.

Hartsfield Jackson Atlanta International Airport, Passenger Demand-Capacity Analysis, Atlanta, Georgia (2019–2020)

Haseeb created a CAST Terminal simulation model consisting of curbs, ingress and egress, assigned airline counterspace with bag drop, kiosks, queues, baggage carousels, escalators, automated people movers, security screening checkpoints, and federal inspection stations. Output data was analyzed using LogAnalyzer and synthesized into tables and charts that depicted accurate future demands including peak hour passengers and number of required positions for domestic and international check-in, security screening checkpoints, international arrivals facilities, and bag-claim.

Education

MPA, Aviation Administration, Southern Illinois University Carbondale, 2015

B.S. Aviation Management, Southern Illinois University Carbondale, 2013

Licenses & Certifications

Certified Member, AAAE

Certification in Project Management, Northwestern University

Years of Experience

06 (02 Years with Aviation Planning Group)

Leah Whitfield, C.M. A.C.E

Position: President / Senior Aviation Planner

Role: MWBE EDI Plan Lead

Leah is the majority owner of APG, which she started in early 2020 after serving as a Senior Planner and Aviation Practice Lead for a civil firm overseeing both the planning and design staff. Previously, Leah served as Airport Manager and Projects & Programs Manager at two Part 139 certificated airports. Leah's planning and project management experience includes on-call planning contracts and a variety of planning studies such as airport master plans, aviation system planning, regional transportation plans, airport siting studies, airport land use studies, and security projects at general aviation and commercial services airports. Following many planning studies Leah has led the implementation of the projects determined by the planning study. Leah has often overseen design and construction phases of the project. With experience implementing projects Leah takes an integrated approach to planning facility needs to minimize impacts to operations. Leah applies FAA and local design standards on all projects she completes ensuring that applying these standards does not result in operational issues with the aircraft utilizing the space and does not create future expansion constraints.

As the owner of a certified WBE firm, Leah is committed to including woman and minority owned firms on all of the project teams she builds. Leah has completed B2Gnow training and monitors contract compliance towards DBE and MWBE goals. Leah has prepared both DBE and ACDBE programs for airports both as staff and as a consultant.

RELEVANT PROJECT EXPERIENCE

Aerospace Innovation Center Feasibility Study, Launch Alaska

Leah is the project manager for an aerospace innovation hub market study for a private client seeking to attract start up technology companies that fight climate change. Leah has conducted outreach to potential users of the hub and other community stakeholders and identified types of facilities needed at hub.

United Airlines, On-Call Planning (2021–Present)

Leah is the project manager for an on-call planning contract with United Airlines. The contract supports United's Corporate Real Estate group with gate planning, analysis, design standards reviews, and terminal analysis. Work to date has included analysis at all United hub airports, including gate and terminal planning at DEN, and line stations across the country.

Olympia Regional Airport, Master Plan Update, Port of Olympia, Tumwater, Washington (2021–Present)

Leah is the project manager for master plan update which includes a Part 139 Feasibility study and integration of electric aircraft and sustainable aviation fuels. Leah evaluated the impacts of each potential project to the operation of the airport, as well as the environment. Prepared phased implementation plan and technical report.

Education

MS Aeronautical Science, Embry-Riddle Aeronautical University / BS Meteorology, Embry-Riddle Aeronautical University

Licenses & Certifications

Certified Member, AAAE / Airport Certified Employee-Operations, AAAE

Years of Experience

14 (02 Years with Aviation Planning Group)

Zachary Duvall, AICP

Aviation Planner

Zach is a senior aviation planner with over 15 years of planning experience on local, regional, and statewide airport plans in over 25 states. He has acted as lead planner and task manager on such projects as state aviation system plans, master plans, airport layout plans, and economic impact studies. Zach's diverse skill set allows him to be an integral part of all phases of project planning, including activity forecasting, technical documentation, benchmarking and goal setting, geographic information systems (GIS) market area analysis, AutoCAD ALP drafting, Suite graphic design, cost estimates, data collection and synthesis, and public outreach.

RELEVANT PROJECT EXPERIENCE

Denver International Airport, Airline Gate Analysis, United Airlines, Denver, CO (2021-2022)

APG serves as an extension-of-staff for United Airlines, performing work for all the airline's hub airports. Zach's responsibilities include gate planning and pushback analysis using the AviPLAN Airside Pro extension of AutoCAD, graphic design, and airport activity statistical analysis. Zach specifically analyzed pushbacks, taxi turns, and taxilane object free area penetrations at Denver International Airport to aid the airline in placing new apron drop point markings at its Concourse A gates. Zach also used Adobe Creative Suite to design documents for distribution to airline officials and pilots, including gate profiles and graphical data sheets, while working within United's branding guidelines.

Olympia Regional Airport, Master Plan Update, Port of Olympia, Tumwater, WA (2021-Present)

APG was tasked with updating the airport master plan at OLM, including performing a Part 139 Commercial Service Feasibility Study for the airport, which itself includes forecasting, facility needs, and alternatives tasks. Zach's responsibilities on the plan include assisting with the general aviation activity forecasts and facility needs (including annual service volume estimates) tasks while also performing Part 139 commercial service activity forecasts and conducting research on emerging aircraft technologies such as eVTOLs and sustainable aviation fuels (SAF). Zach is the planner in charge of determining facility needs for the Part 139 activity, including expansions to aprons, a commercial terminal, automobile parking, vertiport requirements, and local transit (bus) access.

Astronaut Kent Rominger Airport, ALP update, Rio Grande County, Del Norte, CO (2021-2022)

APG was contracted to update the ALP drawings and provide cost estimates for future projects at Astronaut Kent Rominger Airport in Del Norte, Colorado. Zach was primarily responsible for all ALP CAD drawings, working with the client to ensure accurate data while also helping to form future development alternatives.

Education

M.S. Masters of Community Planning, University Cincinnati, 2006 / B.A. History, University of Cincinnati, 2003

Licenses & Certifications

American Institute of Certified Planners (AICP)

Years of Experience

16 (01 Years with Aviation Planning Group)

Charles J. Cleary, CPE | Cost Estimator

Overview

Charles has 32 years of experience in industrial, residential, transportation, and commercial construction cost estimating. He also has field and project management, contract administration, and project scheduling expertise. Charles leads all of Connico's estimating processes and has worked on projects at more than 75 airports in last five years



Experience

Master Plan Update at Nashville International Airport (BNA), Metropolitan Nashville Airport Authority, Nashville, TN, Cost Estimator

Master Plan Study Update at Cincinnati/Northern Kentucky International Airport (CVG), Kenton County Airport Board, Hebron, KY, Cost Estimator

Airport Master Plan at Memphis International Airport (MEM), Memphis-Shelby County Airport Authority, Memphis, TN, Cost Estimator

Airport Master Plan at Louisville Muhammed Ali International Airport (SDF), Louisville Regional Airport Authority, Louisville, KY, Cost Estimator

Master Plan Update at General Mitchell International Airport (MKE), Milwaukee County, Milwaukee, WI, Cost Estimator

Master Plan Update at Springfield-Beckley Municipal Airport (SGH), City of Springfield, Springfield, OH, Cost Estimator

Airport Development and Strategic Planning Services at San Antonio International Airport (SAT), City of San Antonio, San Antonio, TX, Cost Estimator

On-Call Planning Projects at Seattle-Tacoma International Airport (SEA), Port of Seattle, Seattle, WA, Cost Estimator

Gate Expansion Planning at George Bush Intercontinental Airport (IAH), Houston Airport System, Houston, TX, Cost Estimator

Master Plan Update Phase 2 at Tampa International Airport (TPA), Hillsborough County Aviation Authority, Tampa, FL, Cost Estimator

Passenger Terminal Area Facilities and Financial Planning at Austin-Bergstrom International Airport (AUS), City of Austin, Austin, TX, Cost Estimator

Terminal Planning Study at Charlotte-Douglas International Airport (CLT), City of Charlotte, Charlotte, NC, Cost Estimator

Additional Cost Estimating Experience at DEN

Runway 17R-35L Pavement Rehabilitation, Runway Cost Validation, and Car Rental, CONRAC and On Grade Parking Masterplan.

LICENSES | CERTIFICATION

Certified Professional Estimator (CPE)
#2000000-76803111

Master Electrician SC#
001120798

Mechanical
Electrical Contractor
SC#CLM.115941 MC

Certificate in Smart
Security, Airports
Council International
(ACI), #22684511

YEARS OF EXPERIENCE

32

JOINED CONNICO

2018

AFFILIATIONS

Airports Council
International (ACI);
American Society of
Professional Estimators
(ASPE)

OFFICE LOCATION

Roswell, GA



Charl J. Nesor, MRICS, CCP | Cost Estimator

Overview

Charl has 41 years of experience in the construction industry, specializing in cost estimating, cost management, litigation support, quantity surveying, contractor reconciliation, value engineering/management, change order analyses, and project management services. He has worked on projects at more than 100 airports in the last 10 years.



Relevant Experience

Master Plan Update at Nashville International Airport (BNA), Metropolitan Nashville Airport Authority, Nashville, TN, Cost Estimator

Airport Development and Strategic Planning Services at San Antonio International Airport (SAT), City of San Antonio, San Antonio, TX, Cost Estimator

Airport Master Plan at Memphis International Airport (MEM), Memphis-Shelby County Airport Authority, Memphis, TN, Cost Estimator

Master Plan Study Update at Cincinnati/Northern Kentucky International Airport (CVG), Kenton County Airport Board, Hebron, KY, Cost Estimator

Master Plan at Chattanooga Metropolitan Airport (CHA), Chattanooga Metropolitan Airport Authority Board, Chattanooga, TN, Cost Estimator

Airport Master Plan Update at Boise Airport (BOI), City of Boise, Boise, ID, Cost Estimator

Master Plan Update at Gary/Chicago International Airport (GYI), Gary/Chicago International Airport Authority, Gary, IN, Cost Estimator

On-Call Planning Projects at Seattle-Tacoma International Airport (SEA), Port of Seattle, Seattle, WA, Cost Estimator

Master Plan Update at Springfield-Beckley Municipal Airport (SGH), City of Springfield, Springfield, OH, Cost Estimator

Airport Master Plan at Louisville Muhammed Ali International Airport (SDF), Louisville Regional Airport Authority, Louisville, KY, Cost Estimator

Passenger Terminal Area Facilities and Financial Planning at Austin-Bergstrom International Airport (AUS), City of Austin, Austin, TX, Cost Estimator

On-Call Planning at Phoenix Sky Harbor International Airport (PHX), Phoenix Aviation Advisory Board, Phoenix, AZ, Cost Estimator

Additional Cost Estimating Experience at DEN

Runway 17R-35L Pavement Rehabilitation, Concourse C Center Core, Tunnel Sewer Project, Runway Cost Validation, Concourse C West Expansion, and Car Rental, ConRAC and On-grade Parking Masterplan

EDUCATION

Bachelor of Science, Quantity Surveying, University of the Free State, South Africa | 1981

CERTIFICATION

Member, Royal Institution of Chartered Surveyors (MRICS) #1279586 | 2008

Certified Cost Professional (CCP) #27172 | 1999

YEARS OF EXPERIENCE

41

JOINED CONNICO

2018

AFFILIATIONS

Association for the Advancement of Cost Engineering

Airports Council International (ACI)

OFFICE LOCATION

Roswell, GA





KEVIN ASHBY AIA, LEED AP
PRINCIPAL / CHIEF DESIGN OFFICER

Mr. Ashby has proven expertise in planning, design, and project management. A highly collaborative and interactive design process with solutions focused on client’s goals and objectives has been a hallmark of his approach. Kevin’s notable and award-winning design projects include: the Goethals Bridge Replacement Project, New York/New Jersey; California High Speed Rail Package 1, including aerial structures and bridges in Fresno, California; the Denver International Airport South Terminal Redevelopment Project; Ford Field, an NFL stadium and associated mixed-use development in Detroit, Michigan; the planning of Metropolitan Gardens, a large-scale, mixed-use transit-oriented development in Denver, Colorado; and the Wayne State University Welcome Center Complex in Detroit, Michigan.

EDUCATION
Bachelor of Science,
Architecture
University of Southern California

REGISTRATIONS
Registered Architect: CO
(402769), MN (21583)

CERTIFICATIONS
Leadership in Energy &
Environmental Design
Accredited Professional
(LEED-AP)

PROFESSIONAL ORGANIZATIONS
American Institute of Architects
(AIA), Member

YEARS OF EXPERIENCE
40

YEARS WITH IRON HORSE
3

**Projects we completed by
employee while at a previous firm.*

DEN Ground Transportation Building, Denver, CO

The highly anticipated Ground Transportation (GT) building will be the new hub for all transit networked vehicles at DEN. As the Design Principal, Kevin led the programming and design for the proposed GT building which will include a large parking area for vehicle staging (600 stalls), offices for administrative operations, and break areas for drivers. The project is intended to be net-zero and is anticipated to achieve LEED-Gold certification. Sustainability features will include a mix of both passive and active strategies. The design for new GT building will be a pinnacle of DEN’s commitment to sustainability.

DEN Hotel & Transit Center, Denver, CO*

The Hotel and Transit Center was the first large-scale expansion and renovation program at DEN since operations began in 1995. Santiago Calatrava Festina Lente (SCFL) was hired to lead a team of planning and design consultants to plan and program the new HTC. Kevin Ashby, Design Architect, was an integral part of the planning and design team (at SCFL). As the Design Architect, he aided in the development of the vision, programming, and conceptual design. In addition, he also managed local SCFL office and staff, and he was the liaison with the DEN executive team, and local stakeholders.



MICHAEL KUTZ LEED AP **ASSOCIATE PRINCIPAL / BIM MANAGER**

Mr. Kutz has been leading the execution of projects utilizing Building Information Modeling (BIM) for more than 15 years with Iron Horse Architects. He has performed this role on several different project types, including aviation, transportation, laboratory, and hospitality. He has extensive experience on aviation projects at Denver International Airport (DEN), including several projects that have been used to help establish the BIM standards as well as those required to follow. Mr. Kutz understands the importance of using BIM at different stages of projects to ensure that proposed designs are modeled properly, drawings are done efficiently, and designs are coordinated across disciplines through the use of spatial coordination.

EDUCATION

Master of Architecture
University of Kansas

CERTIFICATIONS

Leadership in Energy &
Environmental Design
Accredited Professional
(LEED-AP)

YEARS OF EXPERIENCE

17

YEARS WITH IRON HORSE

17

DEN Architectural & Engineering On-Call, Denver, CO

As an Associate Principal, Michael supported Iron Horse and the design team on various projects during a three-year A/E On-Call contract with DEN. The team designed and managed a wide spectrum of projects ranging in both small-scale renovations to full facility assessments. Projects which were completed during the contract include a workplace strategy assessment, a door assessment and wind study for the HTC, concourse trash chutes assessment, improvements to the concourse B transformer Xcel vault, and the great hall tent roof assessment. Due to our team's success and consistent efforts in providing high-quality work for DEN, the contract was extended multiple times and was recently completed in 2021.

DEN Industrial On-Call, Denver, CO

In collaboration with Burns & McDonnell, Iron Horse provided architectural and BIM documentation support on an as-needed basis for a variety of back- and front-of-house projects at DEN. The Iron Horse team worked through a variety of complex and technical project. During the course of the contract, projects included HVAC system improvements, gate modification for preconditioned air units, rooftop chiller design, mechanical revit drawings, curtain wall replacement, central utility plant chiller addition, Japan services PCA & GPU upgrades.

DEN Hotel & Transit Center, Denver, CO

As the Associate Architect for both the hotel & transit center, Iron Horse played a critical role on each team. For the transit center our team facilitated the organization and coordination of nearly two dozen specialty consultants ranging in architectural and engineering to security and baggage claim systems. For the hotel, our team led the management and execution of the BIM documentation, which was the first large-scale project at DEN completely modeled in BIM.

DEN Ground Transportation Building, Denver, CO

The new Ground Transportation (GT) building is anticipated to be the first of its kind at the airport and is a testament to DEN's commitment to sustainability. The 9,000 SF building will be the main hub for all transit networked vehicles visiting the airport. As Associate Principal, Michael played a critical role in overseeing the technical development of the project including the interior program layout and exterior design solutions for the building envelope to aid in the energy modeling and documentation.

United Airlines Master Services Agreement, Denver, CO

United Airlines contracted Iron Horse Architects through a Master Services Agreement (MSA) starting in 2014, to complete tasks at Denver International Airport as well as other United locations across the US. The MSA was renewed in 2018 and is still Ongoing. Michael has participated on the following task-orders: 2 Step Ticket Counter, OONE/RIDS, Concourse A Breakroom, Lobby Lighting.



VIRGINIA MCALLISTER RA, DBIA, NCARB, NCIDQ, LEED AP **PRINCIPAL / CEO**

Over the course of Virginia's career, she has developed a diverse portfolio of experience in the market sectors of aviation, science & technology laboratories, local and federal government contracts, transportation, private development, and higher education. As the founder and CEO of Iron Horse Architects, she is a highly-skilled leader who is a valued contributor to any project team. Ms. McAllister is recognized within her field for addressing the complex challenges of projects while leading large project teams and coordinating the concerns of multiple stakeholders. Within architecture, her experience includes design, project management, document controls, quality assurance, and construction phase services.

EDUCATION

Master of Architecture
Syracuse University

Master of Art Education
Rhode Island School of Design

Bachelor of Fine Art
Colgate University

REGISTRATIONS

Registered Architect:
CO, MN, ND, MD, CA, WY,
AL, and TX

National Council of
Architectural Registration
Boards (NCARB)

CERTIFICATIONS

National Council for Interior
Design Qualification (NCIDQ)

Leadership in Energy &
Environmental Design
Accredited Professional
(LEED® AP)

PROFESSIONAL ORGANIZATIONS

Design-Build Institute of America
(DBIA), National Board
Member, Rocky Mountain
Region, Board Member

YEARS OF EXPERIENCE

40

YEARS WITH IRON HORSE

17

DEN Architectural & Engineering On-Call, Denver, CO

As Principal-in-Charge, Virginia supported Iron Horse and the design team on various projects during a three-year A/E On-Call contract with DEN. The team designed and managed a wide spectrum of projects ranging in both small-scale renovations to full facility assessments. Projects which were completed during the contract include a workplace strategy assessment, a door assessment and wind study for the HTC, concourse trash chutes assessment, improvements to the concourse B transformer Xcel vault, and the great hall tent roof assessment. Due to our team's success and consistent efforts in providing high-quality work for DEN, the contract was extended multiple times and was recently completed in 2021.

DEN Industrial On-Call, Denver, CO

In collaboration with Burns & McDonnell, Iron Horse provided architectural and BIM documentation support on an as-needed basis for a variety of back- and front-of-house projects at DEN. As Principal-in-Charge, Virginia worked with her team through a variety of complex and technical project. During the course of the contract, projects included HVAC system improvements, gate modification for preconditioned air units, rooftop chiller design, mechanical revit drawings, curtain wall replacement, central utility plant chiller addition, Japan services PCA & GPU upgrades.

DEN Hotel & Transit Center, Denver, CO

As the Associate Architect for both the hotel & transit center, Iron Horse played a critical role on each team. For the transit center our team facilitated the organization and coordination of nearly two dozen specialty consultants ranging in architectural and engineering to security and baggage claim systems. For the hotel, our team led the management and execution of the BIM documentation, which was the first large-scale project at DEN completely modeled in BIM.

Lois S. Kramer

Education Credentials

- B.A, Brandeis University, Magna cum Laude
- M.C.P, City & Regional Planning/Regional Economics, University of California, Berkeley

Employment

- 1986-present, **KRAMER aerotek, inc.**, Boulder, CO, CEO and Project Manager, Airport Business & Economics Consultancy
- 1982 – 1985, **Simat, Helliesen & Eichner, Inc.**, (SH&E), Boston, MA, Airport Management Consultant

Special Qualifications

Ms. Kramer is CEO of KRAMER aerotek an aviation consulting practice that specializes in strategic planning, revenue diversification and business development at commercial and general aviation airports. She has over 25 years of experience working with airports to evaluate their core businesses, prepare activity and financial forecasts, and implement effective business strategies. She has helped airport sponsors develop business and marketing plans; revise and implement leasing programs; set rates and charges; and has advised on ways to attract new airport tenants and to diversify revenue. Ms. Kramer has participated in several engagements with Denver International, including a parking revenue study (with Oliver Wyman) and an analysis of DIA's aviation tax impacts on the 7 county Denver metropolitan area (with Kimley-Horn). In addition, she has served as an on-call subconsultant with InterVISTAS participating in forecast updates and an air cargo market study. Ms. Kramer has co-authored multiple ACRP reports addressing business planning and marketing, non-aeronautical revenue development, innovative revenue strategies, and customer service performance. Relevant professional engagements are described below.

Experience

- **Denver International Airport.** On-call consultant for forecasting, air cargo, and regional economic trends and recovery benchmarks. (with InterVISTAS).
- **Colorado System Plan and Aviation Economic Impact Study.** A combined system plan and airport economic impact study, Kramer wrote sections on commercial and general aviation trends, prepared aviation in action case studies about how airports contribute to the Colorado economy. Also completed special analysis of aviation tax impacts for the Denver Metro area. (with Kimley Horn and EBP).
- **Strategic Business Plans – Hillsborough County Airport Authority.** Preparation of business plans for HCAA's smaller airports including an analysis of airport functions, financial forecasts, and assessment of both aeronautical and non-aeronautical opportunities. The business plans included recommendations for rental pricing of airport-owned properties, pursuit of additional revenue opportunities, and options for Authority management of airport services and assets.
- **ACRP Report 121, Innovative Revenue Strategies – An Airport Guide.** This comprehensive resource describes a broad range of tools and techniques for airport operators to improve revenue streams, recover costs, or achieve operational efficiencies. The guide organizes revenue opportunities in terms of five functional areas: (1) customer needs and wants; (2) airport provided services and shared facilities and equipment; (3) revenue participation in real estate and natural resource development; (4) value capture and other innovative financing opportunities; and (5) improvements to existing airport businesses. Ms. Kramer was the Principal Investigator on the project.
- **Denver International Airport, 2012.** A parking revenue study that examined parking products offered at the airport and customer use of each product. The team analyzed the effects of changes to product mix and pricing. (with Oliver Wyman)



Berta Fernandez

Executive Vice President



Education

Master of Science Coursework,
Quantitative Analysis, University of
Cincinnati

Bachelor of Arts, Business
Administration, College of Mount St.
Joseph, 1985

Professional Affiliations

**TRB Committee for Airfield and
Airspace Capacity and Delay**

Member

NexGen Airports Working Group

Member

Year Started in Industry

1986

Year Started at L&B

1986

Languages

English & Spanish

Overview

Berta has 30+ years of experience dedicated to Airport Master Plans, Airport Simulation and Capacity, Environmental Studies, and Airport Feasibility Studies.

Berta is a highly skilled professional with airport planning experience at U.S. airports ranging in size and role, including large US hubs such as Baltimore, Charlotte, Chicago O'Hare, Denver, Fort Lauderdale, Los Angeles, Miami, Phoenix, San Diego and Seattle.

Experience

Denver International Airport (DEN), On-Call Planning Services, Denver, CO

Officer-in-Charge for an On-Call contract with the City and County of Denver to assist with simulation modeling and BCA support of airfield and airspace improvement projects, including new runways, taxiways and aprons. Projects included simulation analysis to evaluate the capacity and delay impacts of temporary closures of Runway 17R/35L at DEN to perform pavement rehabilitation construction; evaluation of future concourse alternatives to identify potential costs/benefits; evaluation of new runway development at DEN.

Charlotte Douglas International Airport (CLT), Master Plan Update & On-Call Planning, Charlotte, NC

Project Manager for the development of a near-term and long-term plan for expansion of CLT to accommodate the growth of American Airline's hub. Improvements address airfield, ramp, terminal, and support facilities' needs. The study included an Aerial Survey/AGIS as well as Forecasts, Facility Requirements, Alternatives, ALP Update, SRM, and Stakeholder Coordination. Most recently serves as Subject Matter Expert on Master Planning, Airfield and Airspace

Capacity, DORA Process, ALP, and Benefit-Cost Analysis (BCA) to support the implementation of the Master Plan recommendations and the Environmental Assessment.

Fort Lauderdale-Hollywood International Airport (FLL), On-Call Planning, Fort Lauderdale, FL

Project Manager for an On-Call Planning contract with Broward County Aviation Department to assist with multi-disciplinary consulting services in the following areas: Airfield planning, airfield operations analysis, airspace and obstructions analysis, one engine inoperative procedures (OEI) analysis, delay modeling, ALPs, AGIS, gate utilization, terminal planning, aviation demand forecasts, airport market assessments, passenger surveys, land use, benefit cost/letter of intent (LOI) application, financial feasibility report and environmental analyses.

Chicago O'Hare International Airport (ORD), Land Use Planning, Chicago, IL

Project Manager for an Alternative Land Use Planning Study - the O'Hare Asset Maximization Plan (OAM) - one of the most intensive and comprehensive alternative land use planning efforts undertaken for a major US airport. This study involved the analysis of existing land uses, potential uses based on market demand, possible development or re-development of several thousand acres of on-airport land, anticipated incremental revenues, and possibilities for third party development and financing. The OAM led to multiple site development initiatives at ORD including the consolidated ground transportation center, the northeast cargo development plan, and several ground transportation and airport support site development plans.

James B. Terry

Senior Managing Consultant



Education

Bachelor of Science, Urban Policy Studies; Aviation and Transportation, Georgia State University, 2003

Year Started in Industry

2003

Year Started at L&B

2010

Overview

James has 19 years of experience in airfield/airspace and facilities planning specializing in airfield operations planning and analysis, airfield layout/geometric design, aircraft gating and parking analyses, airfield capacity analysis (SIMMOD, AirTop & TAAM simulation modeling), airspace procedure analysis, and airspace obstruction analysis including Part 77, TERPS, PANS-OPS and One-Engine inoperative (OEI) procedures. James's technical skillset is diverse, and he is highly proficient in AutoCAD, ArcGIS and AviPlan software packages.

Experience

Denver International Airport (DEN), Airside and Airspace Simulation Modeling On-Call Services

James served as the lead simulation modeler/project manager for all airfield/airspace simulation modelling analyses conducted for DEN using the SIMMOD airfield/airspace simulation model. Various simulation modelling studies including:

- SIMMOD Calibration & Validation Study (2011 & 2016)
- DEN Proposed 7th Runway and FAA Redesign Airspace Study
- DEN Runway 17R-35L Construction Closure Simulation Study
- DEN Proposed Concourse Expansion/Redevelopment and Future Demand Levels Study
- DEN Proposed Taxiway EE End-Around Taxiway Study
- DEN Proposed 7th Runway Study

James's efforts led to successful completion of various simulation modelling studies, which provided results and guidance to the City of Denver client for use in decision-making purposes for evaluating the future, needs of the airport.

Charlotte Douglas International Airport (CLT), Airfield/Airspace Capacity Simulation Modeling Analyses

James served as the lead-simulation modeler for the CLT Airfield Capacity Enhancement Plan (2013-2014) which included developing airfield/airspace simulation models for CLT SIMMOD. Since 2018, James has served as the airfield simulation project manager for various airfield/airspace simulation modeling analyses including:

- CLT Environmental Assessment
- CLT NEAT Benefit Cost Analysis (BCA)
- CLT Fourth Runway BCA
- CLT Terminal Area Program Simulations

San Francisco International Airport (SFO), On-Call Planning Services, San Francisco, CA

James has providing airfield/airspace planning expertise as part of various on-call planning and design build contracts at SFO since joining L&B in 2010. James has been the lead planner or project manager on various project efforts including, but not limited to the following:

- SFO On-Call Planning Services
- Airfield/Airspace Maximum Practical Capacity Simulation
- Airfield Aircraft Parking Analyses
- SFO Terminal 3 East and West Redevelopment Project
- SFO Terminal 1 Redevelopment Project (Boarding Area C)
- Boarding Area F Modernization Program
- Boarding Area H Planning Study
- North Airfield Facility Redevelopment Study
- West Field Cargo Area Redevelopment Planning Study



Jordan Roos, RA, AIA

Senior Managing Consultant



Education

Bachelor of Environmental Design, University of Colorado at Boulder, 2008

Licenses

Registered Architect:
Colorado #00404516

Professional Affiliations

American Institute of Architects

Year Started in Industry

October 2008

Year Started at L&B

March 2018

Overview

Jordan is a Senior Managing Consultant at Landrum and Brown with 14 years of experience and is based out of Denver, Colorado.

He is an experienced Architect with a demonstrated history of managing and coordinating large-scale aviation projects including project management, concept development, stakeholder engagement and consultant coordination. Jordan is a practiced Terminal Planner and designer who strives to develop thoughtful and efficient design solutions to better the Customer Experience and airport operations.

Jordan is skilled in Revit, AutoCAD, SketchUp, & Adobe Creative Suites.

Experience

Seattle-Tacoma International Airport (SEA), South Satellite Renovation PDD, Seattle,

Advanced Planning – Concept Design

- 12 Gates
- 450k Sf
- \$1.4 Billion

Roles and Responsibilities: Project Manager. Concept Development. Stakeholder Engagement, Consultant Coordination. Phasing and Implementation. Presentation Development. Client Presentations.

San Diego International Airport (SAN), Terminal 1 Replacement Project, San Diego, CA

Advanced Planning - Concept Design

- 30 Gate Concourse
- Terminal Processor
- 950k Sf
- \$3 Billion

Roles and Responsibilities: Concept Development. Terminal Planning. Airside Planning. Coordination. Phasing and Optimization. Client Presentations.

Seattle-Tacoma International Airport (SEA), North Satellite Concourse, Seattle, WA

Schematic Design-Design Development

- 20 Gates
- 350k Sf
- \$580 Million

Roles and Responsibilities: Job Captain. Concept Development. Exterior Enclosure Design. BIM Manager (Revit). Lead Production on Schematic Design and Design Development Drawing Packages. Consultant Coordination.

Orlando International Airport (MCO), South Terminal Complex, Orlando, FL

Concept Design – Design Development

- 16 Gate Concourse
- Terminal Processor
- Ground Transportation Facility
- Parking Garage
- Central Energy Plant
- 2 Million Sf
- \$1.8 Billion

Roles and Responsibilities: Job Captain. Concept Development. Terminal Planning. BIM Manager (Revit). Consultant Coordination. Client Presentations. Graphic Coordination and Standards

Los Angeles International Airport (LAX), Bradley West International Terminal, Los Angeles, LA

Concept Design – Construction Administration:

- 16 Gate International Terminal
- Great Hall
- 1.25 Million SF
- \$1.6 Billion

Roles and Responsibilities: Concept Development, Design Development, Production and Design Support, Construction Drawings, Construction Administration support. Consultant Coordination.

Nathan Silengo

Senior Managing Consultant



Education

BArch, Syracuse University,
School of Architecture, 2001

Licenses

Registered Architect:
Colorado #400471

Professional Affiliations

American Institute of
Architects

Year Started in Industry

2000

Year Started at L&B

2017

Overview

Nathan is a Senior Terminal Architect and Planner who brings 15 years of aviation experience. He is recognized for his ability in all phases of architectural design; from initial planning and visioning through design documentation and construction administration. Nathan is adept at working with multi-phase, fast track project schedules and is skilled at sketching and diagramming quickly to convey concepts, adjacencies, and flows. He is experienced in leading large stakeholder groups, using 'on-the-fly' 3D visualization to assist in the groups' understanding, consensus, and direction. Additionally, he ensures the clients' direction is communicated, documents and systems are coordinated, and the design intent is followed through the entire planning, design, and implementation process.

Experience

San Francisco International Airport, Boarding Area F and Racetrack Planning and Programming Study, San Francisco, CA

Existing Boarding Area F (B/A F) is an aged and undersized facility built in 1976. The current passenger level of service seen in the holdrooms, concession program, and restrooms, does not match that provided elsewhere at SFO.

As the Senior Terminal Planner, Nathan is currently leading the complex study, one which requires continued input from the large stakeholder group that includes United Airlines. The study will yield two preferred alternatives, each with a distinctive layout, unique phasing strategy, and cost estimate. The entire process will be documented in a final report and used to help the executive group establish the final vision and immediate action to implement the future B/A F.

San Francisco International Airport, Boarding Area H (B/A H) Planning and Programming Study, San Francisco, CA

The new B/A H will add six widebody gates, most of which are MARS capable, yielding ten narrowbody positions. The expansion will not only add much-needed gate capacity to the international operation but will act as an 'empty-chair'; providing flexibility in gate allocation and enabling future modernization projects at SFO. The project capitalizes on the expansion, taking advantage of the opportunity to add a new feature concessions space that will improve the passenger experience for those departing from B/A H, but also those departing from B/A G.

San Diego International Airport, Terminal 1 Replacement Plan, San Diego, CA

As the Terminal Planner, Nathan designed, produced and presented all alternative layouts using multiple mediums, including freehand sketches, 3D computer generated models, and AutoCAD plans/sections/elevations.

The study establishes the final layout for the new terminal roadways, APM connection to the city, a parking garage, 32-gate terminal, concessions strategy, amenity layouts including outdoor terrace with views of the city and phasing/implementation plans

San Diego International Airport, Terminal 2 FIS Expansion, San Diego, CA

As the Terminal Planner, Nathan led the project implementing the new FIS facility, the first of which to operate the new CBP Bags First process. The success of the study depended on the use of 3D modeling to lead the stakeholders and the U.S. Customs and Border Protection (CBP) through real-time adjustments in workshops to accelerate the approval process. The project was conceived, designed, documented, constructed, and opened in 18 months.

Scott F. Kutchins, P.E. Transit Technology Specialist Principal-In-Charge**Education**

B.S. Civil Engineering,
Texas A&M University

Certifications/**Licenses**

Licensed Professional
Engineer – CO, TX, AZ,
NV, WI, MO, MN, DC,
NC

Length of**Employment**

22 years

Years of Experience

32

Professional**Affiliations**

American Society of
Civil Engineers
American Association
of Airport Executives

Mr. Scott Kutchins is one of Lea+Elliott's system integration and construction management specialists with 32 years of hands-on experience with planning, designing and integrating transit systems into busy airports and municipalities. His expertise includes program and project management, design coordination and reviews; site assessment of utility conflicts; contract administration; negotiation; budget management; scheduling; and coordination among various stakeholders, utility companies and other contractors through contract closeout. He also has an unparalleled knowledge and understanding of meeting all regulations, codes, and standards for implementing airport transit systems. Mr. Kutchins is Lea+Elliott's Principal-in-Charge overseeing our work at DEN providing on-call airport planning and AGTS support services.

Relevant Experience**Denver International Airport (DEN) AGTS On-Call Support: Principal-In-Charge:**

Lea+Elliott is providing On-Call Task Order engineering support to Denver International Airport for issues related to the AGTS. General support items may include O&M issues, benchmarking system upgrades at other airports, project delivery issues, AGTS staffing issues, AGTS upgrades including subsystems such as propulsion, Automatic Train Control, Power Distribution System, etc., providing oversight and meeting with DEN, Alstom (formerly Bombardier) and others, as required. In addition, Lea+Elliott was issued a separate task order to develop a conceptual design for a new AGTS Maintenance & Storage Facility. As Principal-In-Charge, Mr. Kutchins is overseeing Lea+Elliott's work.

Client: City and County of Denver, Department of Aviation

Denver International Airport (DEN) On-Call Airport Planning: Principal-In-Charge:

Lea+Elliott was contracted to provide on-call professional services for DEN which has included assisting in assessing various Terminal and Concourse Development Options, specifically identifying the required infrastructure, equipment, and associated costs to expand the Automated Guideway Transit System (AGTS) to 5-/6-car trains. This includes confirming and defining the parameters for the expansion beyond the existing 4-car trains and includes operations analysis to determine peak hour demands for the various options and confirm fleet requirements and door berthing positions that were defined in a 2015 study. The study will also determine the length of the long-loop extension into the Westin Conference Center necessary for 5-/6-car operations. As Principal-In-Charge for Lea+Elliott, Mr. Kutchins is responsible for coordination with other team members and overall management of the project team. This includes advising the Client and Project Management team on best practices, emerging technologies and similar case studies for other large hub airports.

Client: City and County of Denver, Department of Aviation

Other Relevant Experience

Phoenix Sky Harbor International Airport (PHX) PHX Sky Train®: **Senior Engineer:**

George Bush Intercontinental Airport/Houston (IAH) On-Call Planning Services: **Principal-In-Charge:**

Houston Airport System (HAS) On-Call Professional Design Services: **Principal-In-Charge:**

Los Angeles Airport (LAX) Landside Access Modernization Program (LAMP): **Program Management Specialist:**

Newark Liberty International Airport (EWR) AirTrain Newark Replacement: **Senior Engineer:**

Hartsfield-Jackson Atlanta International Airport (ATL) Plane Train West Turnback: **Senior Engineer:**

Dallas/Fort Worth International Airport (DFW) Terminal Renewal Improvement Program (TRIP): **Project Manager:**

Melinda S. Ring, Ph.D.: Transit Technology Specialist Senior Planner



Dr. Melinda Ring has been active in the transportation planning field for 29 years. She is an expert in the simulation, modeling and analysis of complex transportation systems. Dr. Ring has been a key participant in transportation systems planning, transit/facility interface studies and transit system feasibility studies for projects including the Kansas City International Airport Fixed Rail Study, the Phoenix Sky Harbor International Airport APM Planning Study and the Sea-Tac International Airport North End Aviation Terminal Planning Study. Her master plan experience includes leading operations analyses and ridership tasks for transit system planning and providing analyses for future phases of an airport and/or transit system expansion. Dr. Ring is currently serving as Lea+Elliott’s Project Manager for our on-call airport planning work at Denver International Airport.

Education
B.S. Industrial Engineering, Purdue University
M.S. Industrial Engineering, Purdue University
Ph.D., King’s College, Cambridge University
Certifications/ Licenses
N/A
Length of Employment
22 years
Years of Experience
29
Professional Affiliations
Institute of Industrial Engineers Institute for Operations Research and the Management Sciences (INFORMS)

Relevant Experience
Denver International Airport (DEN) On-Call Airport Planning: Project Manager: Lea+Elliott was contracted to provide on-call professional services for DEN which has included assisting in assessing various Terminal and Concourse Development Options, specifically identifying the required infrastructure, equipment, and associated costs to expand the Automated Guideway Transit System (AGTS) to 5-/6-car trains. The study will also determine the length of the long-loop extension into the Westin Conference Center necessary for 5-/6-car operations along with system cost associated with the 5-/6-car expansion. As Project Manager, Dr. Ring is leading Lea+Elliott’s work. <i>Client:</i> City and County of Denver, Department of Aviation
Denver International Airport (DEN) AGTS On-Call Support: Senior Planner: Lea+Elliott is providing On-Call Task Order engineering support to Denver International Airport for issues related to the AGTS. General support items may include O&M issues, benchmarking, staffing issues, upgrades, and oversight. In addition, Lea+Elliott was issued a separate task order to develop a conceptual design for a new AGTS Maintenance & Storage Facility. Dr. Ring participated in client meetings to determine needs and requirements for a replacement MSF to accommodate an expanded fleet. She provided insights and feedback relative to current planning efforts to ensure compliance with future projects. <i>Client:</i> City and County of Denver, Department of Aviation
Denver International Airport (DEN) On-Call Airside Planning Services: Project Manager: Lea+Elliott assisted in airside planning on an on-call basis at DEN. The work included assessing the current and enhanced AGTS system operational capacities, providing a benchmark of the AGTS system relative to other airports, identifying potential enhancements to increase capacity, and review and comment on long-term AGTS system expansion alternatives. As Project Manager, Dr. Ring led Lea+Elliott’s work. <i>Client:</i> City and County of Denver, Department of Aviation

Other Relevant Experience
Houston Airport System (HAS) On-Call Professional Design Services: Senior Planner:
Chicago O’Hare International Airport (ORD) Airport Transit System Modernization & Expansion: Senior Planner:
Phoenix Sky Harbor International Airport (PHX) PHX Sky Train®: Senior Planner:
Newark Liberty International Airport (EWR) AirTrain Newark Replacement: Project Manager:
Singapore Changi International Airport (SIN) Terminal 5 APM Master Consultant: Operational Analysis Specialist:



JEFF WEINER AIA

DESIGN EXECUTIVE/PROJECT MANAGER

EDUCATION

Bachelor of Architecture,
University of Colorado

Master of Architecture,
University of Illinois

REGISTRATION/ LICENSES

Registered Architect of 27
States

Colorado: ARC.00202406

NCARB Certified

AFFILIATIONS

American Associates of
Airport Executives

Aviation Consultants
Council

Airports Council
International

American Institute of
Architects

Jeff offers over 38 years of innovative architectural experience. During the past 24 years he has worked closely with Airports and Rental Car Companies as PGAL's specialist in the planning, design and construction of Consolidated Rent-A-Car (CONRAC) Facilities and Rental Car Exclusive-Use Areas. Jeff has personally managed and designed dozens of these facilities nationwide, and has gained the trust of the Rental Car Industry and the Airports they serve. He is adept at managing large, multi-faceted teams of local and specialty consultants. This helps with consensus building among all project stakeholders, while forging successful partnerships with local firms who are entrenched in a local environment and understand the nuances of "their" airport. Jeff's ability to work with complex organizational structures, has been proven through successful projects and partnerships and recommendations from both Airports and RAC Industry representatives for repeat commissions. Jeff also oversees a number of RAC tenant -fit out programs within consolidated facilities.

PROJECT EXPERIENCE

RENTAL CAR AND AVIATION

- › Denver International Airport Rental Car and CONRAC Planning: 2014 to Current - Denver, CO
- › Los Angeles International Airport CONRAC - Los Angeles, CA
- › Cincinnati/Northern Kentucky International Airport CONRAC - Hebron, KY
- › Hartsfield-Jackson Atlanta International Airport CONRAC - Atlanta, GA
- › Bradley International Airport CONRAC - Hartford, CT
- › Phoenix Sky Harbor International Airport CONRAC/ Design Manager & 2018 Reallocation - Phoenix, AZ
- › Fresno Yosemite International Airport CONRAC - Fresno, CA
- › Boston Logan International Airport CONRAC - Boston, MA
- › Will Rogers World Airport CONRAC - Oklahoma City, OK
- › Newark-Liberty International Airport CONRAC - Newark, NJ
- › Reno-Tahoe International Airport CONRAC and GTC - Reno, NV
- › Sonoma County Airport CONRAC - Sonoma, CA
- › Portland International Airport CONRAC and Parking Garage - Portland, OR
- › Santa Barbara Airport RAC Maintenance & Storage Facility I QTA - Santa Barbara, CA
- › Corpus Christi International Airport RAC Maintenance & Storage Facility I QTA - Corpus, Christi, TX
- › Bismark Airport RAC Maintenance & Storage Facility I QTA - Bismark, ND
- › Des Moines International Airport RAC Maintenance & Storage Facility I QTA - Des Moines, IA
- › Quad Cities International Airport RAC Maintenance & Storage Facility I QTA - Moline, IL
- › Burlington International Airport RAC Maintenance & Storage Facility I QTA - Burlington, VT



PAYAL HARRELL

SENIOR RENTAL CAR PLANNER

EDUCATION

Bachelor of Architecture,
Southern Polytechnic
University

AFFILIATIONS

American Associates of
Airport Executives
Aviation Consultants
Council

Airports Council
International

American Institute of
Architects

Payal has worked extensively on the programming, planning and design of rental car, parking, and transportation related projects for the past 18 years. As PGAL's primary rental car and parking planner, Payal has the ability to quickly absorb the intricacies of a facility and the impact of vehicular movement versus pedestrian circulation in public locations. Payal is also well versed on the operational planning aspects of any rental car facility and ramping requirements of garage configurations which enhances the efficiency of PGAL's parking planning team and has participated in all phases of project implementation from project planning, through design and construction. Adept at multi-tasking and consensus building, Payal will work diligently with the design team to ensure that all project needs are addressed. Her attention to detail, responsiveness, technical competence, and cost estimating capabilities are essential to the project team. Payal is well known throughout the rental car industry and she is familiar with the particular operational requirements of each rental car brand.

PROJECT EXPERIENCE

RENTAL CAR AND AVIATION

- › Denver International Airport Rental Car and CONRAC Planning: 2014 to Current - Denver, CO
- › Los Angeles International Airport CONRAC - Los Angeles, CA
- › Cincinnati/Northern Kentucky International Airport CONRAC - Hebron, KY
- › Hartsfield-Jackson Atlanta International Airport CONRAC - Atlanta, GA
- › Bradley International Airport CONRAC - Hartford, CT
- › Portland International Airport CONRAC and Parking Garage - Portland, OR
- › Phoenix Sky Harbor International Airport CONRAC/ Design Manager & 2018 Reallocation - Phoenix, AZ
- › London Gatwick Airport CONRAC - London, United Kingdom
- › Boston Logan International Airport CONRAC - Boston, MA
- › Will Rogers World Airport CONRAC - Oklahoma City, OK
- › Newark-Liberty International Airport CONRAC - Newark, NJ
- › Reno-Tahoe International Airport CONRAC and GTC - Reno, NV
- › Sonoma County Airport CONRAC - Sonoma, CA
- › Burbank Airport Regional Intermodal Transportation Center - Burbank, CA
- › Wilkes-Barre/Scranton International Airport RAC Maintenance & Storage Facility - Scranton, PA
- › Santa Barbara Airport RAC Maintenance & Storage Facility I QTA - Santa Barbara, CA
- › Corpus Christi International Airport RAC Maintenance & Storage Facility I QTA - Corpus Christi, TX
- › Bismark Airport RAC Maintenance & Storage Facility I QTA - Bismark, ND
- › Des Moines International Airport RAC Maintenance & Storage Facility I QTA - Des Moines, IA
- › Quad Cities International Airport RAC Maintenance & Storage Facility I QTA - Moline, IL
- › Burlington International Airport RAC Maintenance & Storage Facility I QTA - Burlington, VT



STEPHANIE KAZANECKI

SENIOR PROJECT DESIGNER

Stephanie understands the importance of designing effective, cost-conscious solutions, while maintaining project quality and schedule. Stephanie's 14 years of professional experience have encompassed all phases of design and construction. With a focus on rental car and transportation related projects, she understands the requirements of facility planning, design, and operations. Maintaining a balanced and unflappable approach, Stephanie has the keen ability to coordinate with stakeholders, design consultants, and contractors on even the most demanding projects.

EDUCATION

Bachelor of Science,
Architecture,
Georgia Institute of
Technology

AFFILIATIONS

American Associates of
Airport Executives
Aviation Consultants
Council
Airports Council
International
American Institute of
Architects

PROJECT EXPERIENCE

RENTAL CAR AND AVIATION

- › Denver International Airport Rental Car and CONRAC Planning: 2014 to Current - Denver, CO
- › Los Angeles International Airport CONRAC - Los Angeles, CA
- › Cincinnati/Northern Kentucky International Airport CONRAC - Hebron, KY
- › Hartsfield-Jackson Atlanta International Airport CONRAC - Atlanta, GA
- › Bradley International Airport CONRAC - Hartford, CT
- › Phoenix Sky Harbor International Airport CONRAC/ Design Manager & 2018 Reallocation - Phoenix, AZ
- › Boston Logan International Airport CONRAC - Boston, MA
- › Will Rogers World Airport CONRAC - Oklahoma City, OK
- › Newark-Liberty International Airport CONRAC - Newark, NJ
- › Portland International Airport CONRAC and Parking Garage - Portland, OR
- › Burbank Airport Regional Intermodal Transportation Center - Burbank, CA
- › Santa Barbara Airport RAC Maintenance & Storage Facility I QTA - Santa Barbara, CA
- › Corpus Christi International Airport RAC Maintenance & Storage Facility I QTA - Corpus, Christi, TX
- › Des Moines International Airport RAC Maintenance & Storage Facility I QTA - Des Moines, IA
- › Quad Cities International Airport RAC Maintenance & Storage Facility I QTA - Moline, IL
- › Burlington International Airport RAC Maintenance & Storage Facility I QTA - Burlington, VT



SCOTT BUEHLER AIA, RID NCARB SENIOR PROJECT ARCHITECT

EDUCATION

Bachelor of Architecture,
University of Houston

REGISTRATION/ LICENSES

Registered Architect
Colorado

No. ARC.00405885

Registered Architect
Texas No. 26919

Registered Architect
Wyoming No. C-3467

Registered Interior
Designer Texas No. 12182

NCARB Certified
No. 90667

AFFILIATIONS

Colorado School of Mines
Design Review Committee

AIA Colorado

American Associates of
Airport Executives

Aviation Consultants
Council

Airports Council
International

American Institute of
Architects

Scott has over 25 years of progressive experience on some of PGAL's most challenging projects. He has shown a particular acuity for deftly guiding a project from inception to completion always with an eye toward maintaining project scope, budget and schedule. He is thoroughly familiar with the complex and technical aspects of each project from programming, space planning, and construction phasing of current and projected system requirements through all project phases. A poised and well-rounded architect, Scott has devoted the last 17 years of his career to a broad range of aviation projects. He is thoroughly familiar with the complex and unique aspects of aviation design from programming, space planning and construction phasing of current and projected system requirements, conceptual design, design development, specifications, bidding services, construction administration and construction management, in addition to coordinating with stakeholder and regulatory agencies.

PROJECT EXPERIENCE

RENTAL CAR AND AVIATION

- › Denver International Airport Rental Car and CONRAC Planning - 2014 to Current - Denver, CO
- › United Airlines Denver International Airport Onsite Employee Medical Clinic - Denver, CO
- › United Airlines Denver International Airport Commercial Real Estate Office Relocation - Denver, CO
- › United Airlines Denver International Airport Business Office Renovation - Denver, CO
- › United Airlines On-Call (IAH and DEN) Architectural Services 2014/2018/2022
- › City of Durango Architectural On-Call - Durango, CO
- › Houston Airport System On-Call Architectural Services
- › San Diego Airport On Call - West Solid Waste Facility - San Diego, CA
- › San Diego Airport On Call - East Solid + Liquid Waste Facilities - San Diego, CA
- › Boston Logan International Airport CONRAC - Boston, MA
- › Hollywood Burbank Airport Regional Transport Center - Burbank, CA
- › United Airlines George Bush Intercontinental Airport New Terminal C North - Houston, TX
- › United Airlines Terminal C+E Check Baggage Inspection Systems + CBRA Consolidation - Houston, TX
- › United Airlines George Bush Intercontinental Airport BHS E-C Conveyor Line - Houston, TX
- › Harry Reid International Airport Terminal 3 - Las Vegas, NV
- › Washington-Dulles International Airport Capital One Lounge - Dulles, VA



Alexandra Tweedle, P.E.

Senior Project Manager

Alexandra has over nine years of civil engineering design and field experience specializing in aviation-related projects. She has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Alexandra has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, design analysis reports, pavement designs, and grading/drainage designs using a variety of computer-aided design packages. She also has experience with construction inspections and submittal reviews. She is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes. She also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.

EDUCATION

B.S., Civil Engineering,
Florida State University

YEARS OF EXPERIENCE

Total: 9
With Shrewsberry: 2

REGISTRATIONS

Professional Engineer,
State of Colorado (0055917)
State of Washington (21019169)

PROJECT EXPERIENCE

Aviation

Runway 16L-34R Rehabilitation

Denver International Airport – Denver, CO

Design Engineer who was responsible for haul road grading and storm drain design, geometric layout alternatives, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

Taxiway DS East

Denver International Airport – Denver, CO

Design Engineer who was responsible for taxiway and apron grading design, storm drainage design, geometric layout, erosion control plans, plans preparation, quantity calculations, and design analysis report. Work included the design of a new Airplane Design Group 5 taxiway connection, snow removal equipment (SRE) parking pad, and a new remain overnight (RON) aircraft parking apron.

2023 Airfield Pavement and Supporting Infrastructure

Seattle-Tacoma International Airport – Sea-Tac, WA

Shrewsberry Project Manager who is responsible for leading the phasing design and developing the construction safety and phasing plans (CSPP), aircraft simulation and jet blast analysis, aircraft parking and pushback plans, the CSPP narrative documentation, and presenting at multiple stakeholder phasing workshops with key staff from the Port project management group and Port stakeholders, including the SRM Panel Meeting. Work included replacement of distressed airfield pavement, joint sealant and utility infrastructures as part of a multi-year program for two major work areas on the airfield including the South Satellite apron and the North Satellite apron.

Runway 17R-35L Rehabilitation

Dallas Fort Worth International Airport – DFW Airport, TX

Shrewsberry Design Manager who was responsible for developing and overseeing the design for pavement demolition, proposed and temporary pavement markings, proposed underdrain modeling, and erosion control, including, plans preparation, estimated quantity calculations, specifications, Engineer's Design Report, and technical memorandum documentation for the final design. Work included the rehabilitation of Runway 17R-35L, reconstruction of the taxiway connectors to the hold bars, the demolition of Taxiway EK and K8, and panel replacements on the southeast and northeast hold pads.



Landen Yasuda, P.E.

Senior Project Manager

Landen has more than twelve years of design and field experience. He has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Landen has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, pavement designs, drainage designs, as well as reviewing construction submittals and RFI's. He is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures. He also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.

EDUCATION

B.S., Civil Engineering,
University of Colorado at Boulder

YEARS OF EXPERIENCE

Total: 13
With Shrewsberry: 7

REGISTRATIONS

Professional Engineer
State of Arkansas (19569)
State of Colorado (48410)
State of Indiana (PE 11700051)
State of Kentucky (32871)
State of Louisiana (44551)
State of Ohio (82084)
State of Oregon (93560PE)
State of Tennessee (123429)
State of Texas (133974)
State of Washington (54101)

LICENSES AND CERTIFICATIONS

Private Pilot – Airplane Single Engine
Land, 2011, Federal Aviation
Administration

PROJECT EXPERIENCE

Aviation

Aero-Industrial District Plan

Denver International Airport – Denver, CO

Shrewsberry Project Manager responsible for overseeing analysis of FAA Part 77 approach and departure surfaces, development of heat maps, utility exhibits, and grading exhibits for a land use analysis of property in the vicinity of future Runway 7R/25L and south of existing Runway 35L. The project assisted DEN in the general goal to create a land use plan that identifies how the property should be preserved for aeronautical purposes.

Gate Apron Rehabilitation and Drainage Improvements Program, Concourse A

Denver International Airport – Denver, CO

Shrewsberry Project Manager responsible for developing and updating final surface and subsurface grading models, plans, earthwork quantities, drainage modeling, material take offs and cost estimating, and overall construction documents development for the Concourse A Apron Pavement Rehabilitation Project. The project included pavement rehabilitation at Concourse A from the building to the outer VSR with associated grading and drainage, pavement design, utility conflict resolution, and jet fuel distribution adjustments.

Taxiway EE Grading, Drainage, Paving, and Lighting

Denver International Airport – Denver, CO

Shrewsberry design manager who is responsible for overseeing Allium St. grading and geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation. Work includes the construction of new Taxiway EE between Taxiway M and Taxiway ED.

Southside Aircraft Rescue Fire Fighting (ARFF) Campus Development

Seattle-Tacoma International Airport – Seattle, WA

Shrewsberry Project Manager who is responsible for validating airfield constraints on adjacent development and provide vertical building clearance limits. FAA Part 77 and AGIS imaginary surfaces will be analyzed to determine any vertical and horizontal constraints at the project site. This project is an enabling project to make space for future terminal development and will further Sustainable Airport Master Plan (SAMP) planning for a future Southside ARFF design and construction project.

Westside Maintenance Campus

Seattle-Tacoma International Airport – Seattle, WA

Shrewsberry Project Manager who is responsible for validating airfield constraints on adjacent development and provide vertical building clearance limits. FAA Part 77 and AGIS imaginary surfaces will be analyzed to determine any vertical and horizontal



Matthew K. Nutter, P.E.

Director - Aviation Engineering

Matt has 24 years of experience in the design and construction of airport expansion and rehabilitation projects. His experience and responsibilities have included resource allocation, technical oversight, client coordination, quality control, and staff development. Most of his career has been spent working on capital improvement projects at airports in Colorado, Wyoming, Utah, Indiana, Tennessee, Louisiana, and Texas, providing him a strong understanding of the challenges and opportunities associated with delivering aviation projects in multiple states and regions. He has prepared design documents and provided resident engineering services for runways, taxiways, aprons, lighting systems, storm drainage facilities, and landside upgrades. He has also been involved as the owner's representative at Denver International Airport as a Design and Construction Project Manager as well as a Program Manager overseeing airfield design teams.

EDUCATION

B.S., Civil Engineering, 1995,
Michigan State University

YEARS OF EXPERIENCE

Total: 24
With Shrewsberry: 7

REGISTRATIONS

Professional Engineer
States of Colorado (35846)
State of Texas (134594)

AFFILIATIONS

Airport Consultants Council (ACC),
Member

Colorado Airport Operators
Association (CAOA), Member

PROJECT EXPERIENCE

Runway 16L-34R Rehabilitation

Denver International Airport – Denver, CO

Shrewsberry project manager who was responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

Taxiway F & G Pavement, Lighting and Safety Area Rehabilitation

Denver International Airport – Denver, CO

DEN Design Project Manager developed the design scope requirements for the selected Designer of Record (DOR), developed and provided design criteria for the project, and reviewed design throughout design development at review milestones and provide technical comments and respond to any design RFI's. Aspects of this review and technical comments for this project included wet & dry utilities (storm, sanitary, communications, aircraft hydrant fueling vaults), shoulder grading design, and Taxiway electrical rehab and rerouting. Matt also led an extensive coordination effort in the development of project phasing in order to minimize operational impacts to Airlines accessing the airports 3 Westside Runways. Some of the stakeholders included in this coordination were Airlines, FAA ATCT, and DEN Planning Operations. **This project was highlighted at the 2019 ACC/AAAE Planning, Design and Construction Symposium as an example of effective communication, coordination and stakeholder engagement. for design and construction.**

Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program

Denver International Airport – Denver, CO

DEN Program Manager for pavement rehabilitation program to correct gate pavement heaving/settling issues at Concourses A, B and C. This program will remove the existing PCCP pavement and place a new pavement section with a drainable base layer. Along with correcting grades to remove ponding issues, the program also repairs or replaces existing utilities below the gate apron pavement. Other improvements also include jet bridge repair/replacement as needed, trench drain replacement, fuel line and fuel hydrant relocation, and restriping the pavement at the gate apron area. Extensive phasing and stakeholder engagement and coordination is also part of this program.

**Education:**

B.S.C.E.

Michigan State University
1992**Affiliations:**

ITE

Professional Registration:

Colorado PE# 32772

PTOE Certification

Road Safety Professional
Certification

MATT BROWN, PE, PTOE, RSP

Matt has been a traffic and transportation engineering consultant for over 25 years (15 with Stolfus). Matt's experience includes providing traffic engineering and transportation planning expertise for a variety of public and private clients. His primary areas of expertise include project management, traffic engineering design, conceptual, preliminary and final design of street and intersection projects, and general traffic engineering support to environmental, planning and design projects.

Matt's specific project experience includes traffic impact studies, roadway and intersection design, roundabout planning & design, traffic signal design, safety assessments, signing & striping, method of handling traffic, corridor and planning studies, traffic operations, cost estimating, and project management. Matt is well versed in AASHTO methodologies, CDOT procedures, MUTCD guidance, and multiple agency coordination.

RELEVANT PROJECTS:**MUNICIPAL PLAN REVIEWS**

- Traffic Engineering Review Services, Hudson, Elizabeth, and Columbine Valley

TRAFFIC SIGNALS AND OPERATIONS

- CDOT US 34 Planning and Environmental Linkage, Greeley to Loveland, CO
- CDOT R3 I-70 Glenwood Canyon Variable Speed Limits, Glenwood Springs, CO
- 84th Avenue and Grant Street Intersection, Thornton, CO
- Dahlia Street Improvements, Adams County, CO
- 88th/Welby Rd Intersection Design, Thornton, CO
- CDOT R4 SH 119 Adaptive Signals, Longmont, CO
- Black Hawk Mainstreet Signal Timing Study, Black Hawk, CO
- SH 119 / Gregory St Traffic Signal Modifications, Black Hawk, CO
- Speer Boulevard at Larimer Street Signal Replacement, Denver, CO
- Syracuse / Yale Intersection Traffic Signal Design, Denver, CO
- Colorado Boulevard / Cherry Creek South Drive Traffic Ops, Denver, CO
- CDOT R6 Traffic Signals, Lakewood, Westminster, Jefferson County
- CDOT R3 SH 82 Main/Mill Street Traffic Signal Replacement, Aspen, CO
- CDOT R4 US 34 at US 36 Traffic Signal Replacement, Estes Park, CO
- CDOT R3 I-70 Fiber Design, Vail to Glenwood Springs, CO
- CDOT R3 Delta Interconnect and Traffic Signals, Delta, CO
- 88th Ave / Dahlia St Traffic Signal Design, Thornton, CO
- North College: Hickory St & Conifer St Traffic Signal, Ft Collins
- Dartmouth Ave / Inca St Traffic Signal Design, Englewood, CO
- Goodson Center Dr / University Blvd Traffic Signal Design, Littleton, CO
- SH 2 / 96th Ave Traffic Signal Modifications, Commerce City, CO
- Estes Park Summer Signal Timings, Estes Park, CO

TRAFFIC STUDIES

- School District 27J Quist Middle School Traffic Study, Thornton, CO
- Crossfire Gravel Pit TIS, La Plata County, CO
- Snow Bowl TIS, Steamboat Springs, CO
- Dahlia Street Improvements, Adams County, CO
- Welby Road Realignment at 88th Avenue, Adams County, CO
- School District 27J High School #3 Traffic Study, Thornton, CO
- El Jebel/Crown Mountain Alternatives Analysis, Eagle County, El Jebel, CO
- City of Glenwood Springs RAMP Applications, 27th St, 12 St
- I-25 Corridor Transportation Improvement Study, Greenwood Village, CO
- West Corridor EIS / PE, Denver and Jefferson County, CO
- Railroad Crossing Quiet Zone Study, Brighton, CO
- US 40 ACP and System Needs Study, Steamboat Springs, CO
- I-70 Exit 26 MIMR for Diverging Diamond Interchange, Grand Junction, CO



Michael Webber
Webber Air Cargo
Title: President
Role in project: Air Cargo
Email: mike@webberaircargo.com
Tel: 512-788-6565

In his 31-year career, Mr. Webber has spent twenty-eight years in airport and air cargo marketing, as well as three years in international trade development. He has led marketing departments of two airport operators, provided consulting for numerous airport operators and civil aviation authorities, as well as managed (on a consulting basis) cargo for Airports Council International – North America (ACI-NA).

He has provided cargo consulting to several of the largest international airport operators, including those in Los Angeles, Chicago, Miami and New York. International work has included assignments in India, Thailand and the People’s Republic of China in Asia, Kenya and Cape Verde in Africa, Jordan and Abu Dhabi in the Middle East, as well as Brazil, Costa Rica, Ecuador, Nicaragua and Panama in Latin America. He has also served as an on-call consultant to IATA (International Air Transport Association).

While primarily serving airport operators and civil aviation authorities, these efforts have produced a network of air carrier, cargo handler, freight forwarder and other allied industry contacts. His air cargo consulting experience includes numerous market development analyses, forecasts and strategic plans, often with multimodal (trucking, rail and ocean) elements. For ACI-NA, he represented the airport industry in efforts to enhance air cargo security, including serving on working groups formed by the U.S. Transportation Security Administration – in collaboration with US Customs & Border Protection.

Selected Professional Experience

Newark Liberty International Airport (EWR) and New York JFK International Airport (JFK), On-Call Cargo Planning (Ongoing) and multiple previous assignments | Newark, NJ and New York, NY, United States \$70,000 (current assignment) | Cargo consultant (sub-consultant to Frasca Associates)

Webber is currently assisting the Port Authority of New York & New Jersey in meeting operational challenges and redevelopment opportunities in one of the world’s most challenging multi-airport systems. At EWR, Webber is assisting the Port Authority in meeting cargo capacity challenges precipitated by the need to move the airport’s two biggest incumbent third-party cargo handlers. At JFK, Webber is assisting the Port Authority in performing due diligence, benchmarking and tenant meetings for a proposed long-term redevelopment of the airport’s cargo facilities. Webber has also completed past cargo community outreach efforts at JFK, as well as completed belly cargo screening preparedness assessments of both airports on behalf of the TSA. Current & previous work includes:

- Conducted extensive interviews with incumbent cargo handlers, as well as their airline customers, at EWR in order to evaluate the operational impacts and feasibilities of a variety of potential remedies in replacing lost airside, landside and warehouse capacity in a necessary movement to and alternative, smaller site.
- Conducting meetings with financial advisors, cargo tenants and vendors to determine optimal strategies for redevelopment of cargo facilities at JFK International Airport
- As a subconsultant to Landrum & Brown in 2012, completed the JFK Air Cargo Study for the Port Authority and New York City Economic Development Corporation. Webber interviewed airlines and handlers operating at JFK, as well as conducted workshops for these operators and off-airport allied entities principally in trucking and freight forwarding.

Employment History

Years of Experience: 31

Years with Webber Air Cargo: 18

Qualifications

M.B.A., Tulane University, New Orleans, 1990

B.S. in Business Administration, University of Kansas, 1987

Core Strengths

- Air Cargo Market Studies
- Air Cargo Facilities Planning
- Multi-Modal Cargo Integration
- Airport Master Planning (Cargo Component)
- Airport Marketing to Cargo Operators
- Air Cargo Handling Requirements



Prepared by
InterVISTAS Consulting Inc.

66 Bovet Road, Suite 370
San Mateo, CA 94402

www.intervistas.com