

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 **THE AVIATION PLANNING GROUP LLC**, an Colorado limited liability company authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain 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 “**Planning and 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 Planning and 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 Planning and Design Deliverables for any method of construction contracting selected by the City. Consultant shall fully coordinate Planning and Design Deliverables with the contractor selected to construct the work outlined in the Planning and Design Deliverables.

vi. In performing all work under this Agreement, Consultant shall fully coordinate and integrate all services and Planning 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 **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)** ("**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 fifty percent (50%). 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: Leah Whitfield
The Aviation Planning Group LLC
694 W. Quarto Ave.
Littleton, CO 80128

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-202266056-00
Contractor Name: The Aviation Planning Group 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-202266056-00
The Aviation Planning Group LLC

By:  56CD2A608B624E7

Name: Leah whitfield
(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 requested by the Project Manager and approved by separate Task Order(s). The Scope of Work for this Project includes, but is not limited to:

Planning Studies and Documentation

To include, but not be limited to:

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

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

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

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

Assistance in Other Airport Planning Work

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

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

Coordination and Outreach

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

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

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



Exhibit B

Denver International Airport

Planning and Design

Professional Services Agreements

Core Staff Rates

Contract Name: On-Call Airport Planning Services

Contract Number: 202266056



City and County of Denver

Company Proprietary Information

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

Revision June 2021



EXHIBIT B

Prime Consultant	The Aviation Planning Group, LLC (APG)
DEN Contract Number	NO. 202266056
DEN Contract Name	ON-CALL AIRPORT PLANNING SERVICES
Project Name	
Project Number	
MWBE / SBE Contractual Goal	50%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal %
1	The Aviation Planning Group, LLC (APG)	Prime	39%
2	HNTB Corporation	Sub-Contractor	0%
3	Illustrate My Design (IMD)	Sub-Contractor	0%
4	CIG (Communication Infrastructure Group)	Sub-Contractor	2%
5	Logplan	Sub-Contractor	0%
6	PK Electrical	Sub-Contractor	1%
7	Shrewsbury & Associates	Sub-Contractor	3%
8	Sunland Group	Sub-Contractor	3%
9	TransSolutions	Sub-Contractor	1%
10	HCL Engineering & Surveying, LLC	Sub-Contractor	1%
11	MTZ (Martinez Geospatial)	Sub-Contractor	0%
12	Enter Company Name		
13	Enter Company Name		
14	Enter Company Name		
15	Enter Company Name		
16	Enter Company Name		
17	Enter Company Name		
18	Enter Company Name		
19	Enter Company Name		
20	Enter Company Name		
21	Enter Company Name		
22	Enter Company Name		



EXHIBIT B

Prime Consultant	The Aviation Planning Group, LLC (APG)
DEN Contract Number	202266056
DEN Contract Name	ON-CALL AIRPORT PLANNING SERVICES
Project Name	
Project Number	
MWBE / SBE Contractual Goal	50%

Core Staff Rates

	Company Name	Prime / Sub-Constructor	Name	Position	Experience	Fully Burdened Rate
1	The Aviation Planning Group, LLC (APG)	Prime	Leah Whitfield	Project Manager Functional IV	Level 5, Managerial	\$ 265.00
2	The Aviation Planning Group, LLC (APG)	Prime	Steve Harris, PE	Engineer IX	Level 5, Managerial	\$ 275.00
3	The Aviation Planning Group, LLC (APG)	Prime	Justin Heid	Engineer III	Level 4, Supervisory	\$ 205.00
4	The Aviation Planning Group, LLC (APG)	Prime	Ashlyn Young	Engineer II	Level 2, Developmental	\$ 165.00
5	The Aviation Planning Group, LLC (APG)	Prime	Haseeb Mirza	Engineer III	Level 3, Full Experience	\$ 180.00
6	The Aviation Planning Group, LLC (APG)	Prime	Renee Dowlin	Engineer III	Level 4, Supervisory	\$ 235.00
7	The Aviation Planning Group, LLC (APG)	Prime	Owen Silbaugh	Engineer VI	Level 3, Full Experience	\$ 205.00
8	The Aviation Planning Group, LLC (APG)	Prime	Melissa Kaplan	Project Accountant	Level 3, Full Experience	\$ 110.00
9	The Aviation Planning Group, LLC (APG)	Prime	Tiffany Gough	Engineer II	Level 2, Developmental	\$ 165.00
10	The Aviation Planning Group, LLC (APG)	Prime	Cory Slatten	Engineer Technican III	Level 3, Full Experience	\$ 115.00
11	The Aviation Planning Group, LLC (APG)	Prime	Mark Mayo	Engineer III	Level 3, Full Experience	\$ 205.00
0 12	The Aviation Planning Group, LLC (APG)	Prime	Don Degraw	Engineer VI	Level 3, Full Experience	\$ 215.00
13	The Aviation Planning Group, LLC (APG)	Prime	Phoebe Weiman	Engineer II	Level 2, Developmental	\$ 165.00
14	HNTB Corporation	Sub-Constructor	Scott Steckler	Architect VII	Level 5, Managerial	\$ 325.00
15	HNTB Corporation	Sub-Constructor	Jessica Wyatt	Engineer IX	Level 5, Managerial	\$ 375.00
16	HNTB Corporation	Sub-Constructor	Reza Akhavan	Engineer IX	Level 5, Managerial	\$ 375.00
17	HNTB Corporation	Sub-Constructor	Justin Bychek	Engineer IX	Level 5, Managerial	\$ 375.00
18	HNTB Corporation	Sub-Constructor	Carlos Mendoza	Project Manager	Level 5, Managerial	\$ 290.00
19	HNTB Corporation	Sub-Constructor	Alex Normandin	Engineer V	Level 3, Full Experience	\$ 200.00
20	HNTB Corporation	Sub-Constructor	Andy Guan	Engineer III	Level 3, Full Experience	\$ 150.00
21	HNTB Corporation	Sub-Constructor	James Grant	Engineer VIII	Level 4, Supervisory	\$ 355.00
22	HNTB Corporation	Sub-Constructor	Darin Welch	Data Analyst IV	Level 4, Supervisory	\$ 270.00
23	HNTB Corporation	Sub-Constructor	Rod Lacy	Project Manager	Level 5, Managerial	\$ 370.00
24	HNTB Corporation	Sub-Constructor	Andrew Blaisdell	Engineer VII	Level 3, Full Experience	\$ 285.00
25	HNTB Corporation	Sub-Constructor	Ryan Putt	Engineer IV	Level 3, Full Experience	\$ 180.00
26	HNTB Corporation	Sub-Constructor	Steve Granson	Engineer VII	Level 5, Managerial	\$ 330.00
27	HNTB Corporation	Sub-Constructor	Victor Delgado	Engineer IV	Level 3, Full Experience	\$ 180.00
28	HNTB Corporation	Sub-Constructor	Greg Krueger	Engineer VIII	Level 5, Managerial	\$ 375.00
29	HNTB Corporation	Sub-Constructor	Alex Kelly	Engineer VII	Level 4, Supervisory	\$ 300.00
30	HNTB Corporation	Sub-Constructor	Mike Wongkaew	Engineer VIII	Level 5, Managerial	\$ 375.00
31	HNTB Corporation	Sub-Constructor	Frannie Robinson	Architect IV	Level 3, Full Experience	\$ 150.00
32	HNTB Corporation	Sub-Constructor	Casey Warren	Architect V	Level 3, Full Experience	\$ 175.00
33	HNTB Corporation	Sub-Constructor	Allison Hawk	Architect III	Level 3, Full Experience	\$ 140.00
34	HNTB Corporation	Sub-Constructor	Thomas Rossbach	Architect VIII	Level 5, Managerial	\$ 375.00
35	HNTB Corporation	Sub-Constructor	Ken Haung	Engineer VIII	Level 5, Managerial	\$ 375.00
36	HNTB Corporation	Sub-Constructor	Ken Poon	Engineer V	Level 3, Full Experience	\$ 200.00
37	HNTB Corporation	Sub-Constructor	Lisa Sakata	Scientist 4	Level 5, Managerial	\$ 345.00
38	HNTB Corporation	Sub-Constructor	Robert McFadden	Engineer VI	Level 3, Full Experience	\$ 235.00
39	HNTB Corporation	Sub-Constructor	Beth Pankau	Engineer II	Level 2, Developmental	\$ 135.00
40	HNTB Corporation	Sub-Constructor	Caroline Gatti	Engineer II	Level 2, Developmental	\$ 135.00
41	HNTB Corporation	Sub-Constructor	Jolee Mohr	Engineer I	Level 1, Entry	\$ 110.00
42	HNTB Corporation	Sub-Constructor	Mary Visconti	Engineer II	Level 2, Developmental	\$ 135.00
43	HNTB Corporation	Sub-Constructor	Michelle Hall	Cost Manager II	Level 3, Full Experience	\$ 125.00
44	HNTB Corporation	Sub-Constructor	Carly Redmond	Document Controller II	Level 2, Developmental	\$ 95.00
45	HNTB Corporation	Sub-Constructor	Brian Gual	Engineer III	Level 3, Full Experience	\$ 150.00
46	HNTB Corporation	Sub-Constructor	Kevin Max Vale	Engineer III	Level 3, Full Experience	\$ 150.00
47	HNTB Corporation	Sub-Constructor	Maya Price	Engineer II	Level 2, Developmental	\$ 135.00
48	HNTB Corporation	Sub-Constructor	Katie Hogue	Engineer III	Level 3, Full Experience	\$ 150.00
49	HNTB Corporation	Sub-Constructor	Zachary Duvall	Engineer III	Level 3, Full Experience	\$ 209.00
50	CIG (Communication Infrastructure Group)	Sub-Constructor	Laurie Meza	Project Manager Functional IV	Level 3, Full Experience	\$ 215.00
51	CIG (Communication Infrastructure Group)	Sub-Constructor	Julie Skeen	Project Manager Functional IV	Level 5, Managerial	\$ 190.00
52	CIG (Communication Infrastructure Group)	Sub-Constructor	Maddison Tischler Ward	Project Manager Functional III	Level 4, Supervisory	\$ 129.00
53	CIG (Communication Infrastructure Group)	Sub-Constructor	Kara Bates	Project Manager Functional II	Level 3, Full Experience	\$ 99.00
54	CIG (Communication Infrastructure Group)	Sub-Constructor	Carly Burkhardt	Project Manager Functional II	Level 3, Full Experience	\$ 68.00

55	CIG (Communication Infrastructure Group)	Sub-Contractor	Anya Lofgreen	Project Manager Functional III	Level 4, Supervisory	\$	121.00
56	CIG (Communication Infrastructure Group)	Sub-Contractor	Kristan Butler	Project Manager Functional III	Level 3, Full Experience	\$	126.00
57	CIG (Communication Infrastructure Group)	Sub-Contractor	Eric Winfield	Project Manager Functional III	Level 3, Full Experience	\$	115.00
58	HCL Engineering & Surveying, LLC	Sub-Contractor	Julian Sisneros	Project Manager Functional IV	Level 5, Managerial	\$	200.00
59	HCL Engineering & Surveying, LLC	Sub-Contractor	Neal Bohnen	Engineer IX	Level 4, Supervisory	\$	200.00
60	HCL Engineering & Surveying, LLC	Sub-Contractor	Alex White	Land Surveyor	Level 2, Developmental	\$	125.00
61	HCL Engineering & Surveying, LLC	Sub-Contractor	Andres Estrada	Land Surveyor	Level 3, Full Experience	\$	145.00
62	HCL Engineering & Surveying, LLC	Sub-Contractor	Carlos Reyes	Instrument Technician	Level 2, Developmental	\$	55.00
63	HCL Engineering & Surveying, LLC	Sub-Contractor	Clint White	Instrument Technician	Level 2, Developmental	\$	55.00
64	HCL Engineering & Surveying, LLC	Sub-Contractor	Desmond Duran	Party Chief	Level 3, Full Experience	\$	145.00
65	HCL Engineering & Surveying, LLC	Sub-Contractor	Ihsan Garcia	Instrument Technician	Level 2, Developmental	\$	55.00
66	HCL Engineering & Surveying, LLC	Sub-Contractor	Jason Zedrick	Party Chief	Level 3, Full Experience	\$	145.00
67	HCL Engineering & Surveying, LLC	Sub-Contractor	Jon Spirk	Land Surveyor	Level 3, Full Experience	\$	170.00
68	HCL Engineering & Surveying, LLC	Sub-Contractor	Josh Harrell	Land Surveyor	Level 2, Developmental	\$	125.00
69	HCL Engineering & Surveying, LLC	Sub-Contractor	Korina Padilla	Land Surveyor	Level 2, Developmental	\$	125.00
70	HCL Engineering & Surveying, LLC	Sub-Contractor	Lee Lovell	Land Surveyor	Level 3, Full Experience	\$	145.00
71	HCL Engineering & Surveying, LLC	Sub-Contractor	Marco Rodriguez Torres	Party Chief	Level 3, Full Experience	\$	145.00
72	HCL Engineering & Surveying, LLC	Sub-Contractor	Michael Quintana	Instrument Technician	Level 3, Full Experience	\$	125.00
73	HCL Engineering & Surveying, LLC	Sub-Contractor	Ricky Erickson	Land Surveyor	Level 2, Developmental	\$	145.00
74	HCL Engineering & Surveying, LLC	Sub-Contractor	Scott Donahoe	Party Chief	Level 3, Full Experience	\$	145.00
75	HCL Engineering & Surveying, LLC	Sub-Contractor	Ubaldo Rodriguez	Party Chief	Level 3, Full Experience	\$	145.00
76	HCL Engineering & Surveying, LLC	Sub-Contractor	Brad Petersen	Engineer VII	Level 4, Supervisory	\$	180.00
77	HCL Engineering & Surveying, LLC	Sub-Contractor	Caleb Rapp	Engineer V	Level 2, Developmental	\$	135.00
78	HCL Engineering & Surveying, LLC	Sub-Contractor	Chad Buelter	Engineer III	Level 2, Developmental	\$	120.00
79	HCL Engineering & Surveying, LLC	Sub-Contractor	Emma Elefante	Engineer III	Level 2, Developmental	\$	120.00
80	HCL Engineering & Surveying, LLC	Sub-Contractor	Juan Martinez	Engineer IV	Level 2, Developmental	\$	135.00
81	HCL Engineering & Surveying, LLC	Sub-Contractor	Marc Benson	Engineer VI	Level 3, Full Experience	\$	170.00
82	HCL Engineering & Surveying, LLC	Sub-Contractor	Mel Bolin	Engineer IV	Level 2, Developmental	\$	110.00
83	HCL Engineering & Surveying, LLC	Sub-Contractor	Patrick Minsker	Architect III	Level 2, Developmental	\$	110.00
84	HCL Engineering & Surveying, LLC	Sub-Contractor	Rudolf Oplatka	Engineer V	Level 2, Developmental	\$	135.00
85	HCL Engineering & Surveying, LLC	Sub-Contractor	Sam Welsh	Engineer III	Level 2, Developmental	\$	110.00
86	HCL Engineering & Surveying, LLC	Sub-Contractor	Scott Albertoni	Engineer IV	Level 2, Developmental	\$	110.00
87	Illustrate My Design (IMD)	Sub-Contractor	Daniel Zeballos	Project Manager Functional IV	Level 5, Managerial	\$	240.00
88	Illustrate My Design (IMD)	Sub-Contractor	Katherine Arboleda	Architect V	Level 3, Full Experience	\$	195.00
89	Logplan	Sub-Contractor	Carsten Boegner	Engineer VI	Level 3, Full Experience	\$	178.00
90	PK Electrical	Sub-Contractor	Karen D Purcell, P.E.	Engineer VIII	Level 5, Managerial	\$	220.80
91	PK Electrical	Sub-Contractor	Alan Wiskus	Engineer IX	Level 5, Managerial	\$	213.34
92	PK Electrical	Sub-Contractor	Mike Greene, P.E.	Engineer VII	Level 4, Supervisory	\$	170.10
93	PK Electrical	Sub-Contractor	Hayden Schmidt	Engineer III	Level 2, Developmental	\$	103.06
94	PK Electrical	Sub-Contractor	Jon Murphy, P.E.	Engineer V	Level 3, Full Experience	\$	123.68
95	PK Electrical	Sub-Contractor	Linda C. Schulte	Engineer III	Level 3, Full Experience	\$	102.78
96	PK Electrical	Sub-Contractor	Marcia Hallett	Project Accountant	Level 3, Full Experience	\$	86.92
97	PK Electrical	Sub-Contractor	Neil Hahn	Engineer VI	Level 4, Supervisory	\$	200.08
98	PK Electrical	Sub-Contractor	Reid Poling	Engineer III	Level 2, Developmental	\$	105.53
99	PK Electrical	Sub-Contractor	Rob Bogan	Engineer VIII	Level 4, Supervisory	\$	158.04
100	PK Electrical	Sub-Contractor	Zack Jernigan, P.E.	Engineer V	Level 4, Supervisory	\$	142.00
101	Shrewsberry & Associates	Sub-Contractor	Kinder, Brian	Engineer VI	Level 5, Managerial	\$	206.59
102	Shrewsberry & Associates	Sub-Contractor	Diemer, Jordan	Engineer IV	Level 3, Full Experience	\$	149.39
103	Shrewsberry & Associates	Sub-Contractor	Vandenberg, Thomas	Engineer V	Level 4, Supervisory	\$	186.74
104	Shrewsberry & Associates	Sub-Contractor	Yasuda, Landen	Engineer V	Level 4, Supervisory	\$	178.89
105	Sunland Group	Sub-Contractor	Keith Usher	Project Controls Manager II	Level 5, Managerial	\$	184.63
106	Sunland Group	Sub-Contractor	Stuart Hoelman	Cost Manager III	Level 3, Full Experience	\$	145.18
107	Sunland Group	Sub-Contractor	Devin Cruse	Estimator II Civil	Level 2, Developmental	\$	88.67
108	TransSolutions	Sub-Contractor	Gloria Bender	Project Manager Functional IV	Level 5, Managerial	\$	309.30
109	TransSolutions	Sub-Contractor	Erich Deines	Engineer V	Level 5, Managerial	\$	233.98
110	TransSolutions	Sub-Contractor	Tanuj Babele	Engineer IV	Level 3, Full Experience	\$	150.45
111	TransSolutions	Sub-Contractor	Srikanth Manukonda	Engineer III	Level 2, Developmental	\$	145.20
112	MTZ (Martinez Geospatial)	Sub-Contractor	Aaron Birr	Instrument Technician	Level 2, Developmental	\$	64.00
113	MTZ (Martinez Geospatial)	Sub-Contractor	Dagan Brandt	Instrument Technician	Level 3, Full Experience	\$	84.64
114	MTZ (Martinez Geospatial)	Sub-Contractor	Conner Delmonico	Instrument Technician	Level 3, Full Experience	\$	70.40
115	MTZ (Martinez Geospatial)	Sub-Contractor	Troy Delmonico	Instrument Technician	Level 4, Supervisory	\$	108.80
116	MTZ (Martinez Geospatial)	Sub-Contractor	Alan Eisinger	Technical Support III	Level 3, Full Experience	\$	96.00
117	MTZ (Martinez Geospatial)	Sub-Contractor	Keith Fenner	Instrument Technician	Level 3, Full Experience	\$	80.00
118	MTZ (Martinez Geospatial)	Sub-Contractor	Amanda Hoffman	Instrument Technician	Level 2, Developmental	\$	64.00
119	MTZ (Martinez Geospatial)	Sub-Contractor	Aaron Hofstedt	Land Surveyor	Level 5, Managerial	\$	146.15
120	MTZ (Martinez Geospatial)	Sub-Contractor	Katrina Hornung	Instrument Technician	Level 2, Developmental	\$	57.60
121	MTZ (Martinez Geospatial)	Sub-Contractor	Julius Johnson	Instrument Technician	Level 3, Full Experience	\$	78.40
122	MTZ (Martinez Geospatial)	Sub-Contractor	William Koivumaki	Instrument Technician	Level 3, Full Experience	\$	70.40
123	MTZ (Martinez Geospatial)	Sub-Contractor	Mark Lenander	Instrument Technician	Level 3, Full Experience	\$	83.20
124	MTZ (Martinez Geospatial)	Sub-Contractor	Tony Martinez	Instrument Technician	Level 3, Full Experience	\$	83.20
125	MTZ (Martinez Geospatial)	Sub-Contractor	Vincent Martinez	Instrument Technician	Level 3, Full Experience	\$	76.80
126	MTZ (Martinez Geospatial)	Sub-Contractor	Benjamin Nelson	Instrument Technician	Level 3, Full Experience	\$	73.60

127	MTZ (Martinez Geospatial)	Sub-Contractor	Luke Peterson	Instrument Technician	Level 3, Full Experience	\$	80.00
128	MTZ (Martinez Geospatial)	Sub-Contractor	Erik Porter	Technical Support III	Level 3, Full Experience	\$	86.40
129	MTZ (Martinez Geospatial)	Sub-Contractor	Mark Schepers	Instrument Technician	Level 4, Supervisory	\$	115.20
130	MTZ (Martinez Geospatial)	Sub-Contractor	Mark Shindler	Instrument Technician	Level 3, Full Experience	\$	96.00
131	MTZ (Martinez Geospatial)	Sub-Contractor	Bryan Vikroy	Instrument Technician	Level 3, Full Experience	\$	73.60
132	MTZ (Martinez Geospatial)	Sub-Contractor	Ryan Flicek	Project Manager	Level 5, Managerial	\$	203.08
133	MTZ (Martinez Geospatial)	Sub-Contractor	Steve Martinez	Project Manager	Level 5, Managerial	\$	220.00
134	MTZ (Martinez Geospatial)	Sub-Contractor	Tyler Ming	Instrument Technician	Level 2, Developmental	\$	60.80
135	MTZ (Martinez Geospatial)	Sub-Contractor	Ryan Radtke	Instrument Technician	Level 2, Developmental	\$	60.80



Exhibit B

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



Exhibit B

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



Exhibit B

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



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Interior Design	Engineer Technician IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
	Interior Designer I			Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
	Interior Designer VII			Degree in Interior Design with minimum 12 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Auditing	Internal Auditor			Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
	Job Captain			Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
Landscaping	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work)
	Landscape Architect II			Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and re commendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
Manager of Landscape Architecture	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.



Exhibit B

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



EXHIBIT B

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

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

J. Part 230 and the DEN Airport Rules and Regulations

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



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



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.



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.



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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



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- 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.



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- 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



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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.



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- 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.



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- 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.



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- 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.



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- 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



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- 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

202266056
December 27, 2022

DEN ON-CALL AIRPORT PLANNING SERVICES MWBE UTILIZATION PLAN



Photograph provided courtesy of Denver International Airport

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, The Aviation Planning Group, LLC shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by The Aviation Planning Group, LLC and approved by DSBO, beginning in December 2023 or at the request of DSBO.

Signatories:

L Whitfield

Leah Whitfield, President

Brittany Eroen 12/29/2022

Brittany Eroen, DSBO Assistant Director
(delegated authority by Director)

MWBE Equity, Diversity, and Inclusion Plan

A. KEY PERSONNEL

Role	Individual & Contact Information
B2Gnow User	Renee Dowlin , Inclusivity Manager, Renee@theaviationplanninggroup.com, (503) 704-8753 Renee's responsibilities include adding contracts/task orders to B2GNow site, adding subconsultants to site, and auditing reporting for all active contracts/task orders after payment is issued for all Subconsultants.
Principal Project Manager	Leah Whitfield , PPM, Leah@theaviationplanninggroup.com, (307) 267-9670 Leah is responsible for making sure each on-call task order meets or exceeds the MWBE goal of 8% participation, by work-planning the required tasks and finding the necessary firms to support each project's scope of work. She will develop an initial work plan based on a projected breakdown of services by firm. Our initial work plan identifies specific subconsultant roles for each projected task, and guides the identification of subconsultant needs. The work plan is also used as a guide throughout the contract to inform how our actual MWBE utilization is tracking against projected utilization so that adjustments in work assignments can be made if needed.
Controller	Melissa Kaplan , Office Manager, Melissa@theaviationplanninggroup.com, (208) 861-0149 Melissa is responsible for all project accounting/financial related activities. She will provide the PPM with an updated budget analysis and review that firms have the proper certification in compliance with City and County of Denver, contractual requirements, and that APG has current compliance certificates for all MWBE firms. She will submit all required forms to the DSBO including: 18B Forms, MWBE Work Order Change (WOC), Prime/Sub background information, and LOIs. Melissa will also conduct reporting of monthly invoices and project reporting status meetings.
Superintendent	N/A
Outreach/Community Engagement Coordinator	Maddie Tischler Ward , Public Involvement, maddison@cig-pr.com, (303) 670-2537 Maddie will lead the engagement of the airport's key stakeholders and the traveling public. She will harness her decade of experience working at DEN to develop and implement an outreach approach that is cost-effective, efficient, and consistent with DEN's mission and values. CIG's project experience at DEN includes several high-profile projects such as the DEN Hotel and Transit Center and the DEN Great Hall Project.

B. MWBE UTILIZATION STRATEGIES

APG is a local MWBE firm certified with the City and County of Denver and will be the prime for this contract. While APG has worked at DEN for United Airlines, this will be the first contract we will prime for DEN. Our team read the language in the RFP encouraging historically underutilized businesses to prime on this contract and it is a primary reason that APG made the switch to prime.

We are partnering with HNTB, a nationwide leader in aviation. Both APG and HNTB have a history of strong client delivery for United Airlines. Additionally, with six MWBE firms we will bolster our team with more resources and respond to multiple concurrent task orders on the Airport Planning contract. HNTB offers valuable DEN experience and relationships, national aviation experts, and lessons learned from airports across the country. We value HNTB's long-standing commitment to inclusion, diversity, and equity — including their current participation in the DEN Mentor-Protege Program aimed at elevating new small MWBE businesses and hosting industry MWBE/DBE networking events. We look forward to learning from each other so that we all continue growing and thriving in the Denver community.

With APG, a MWBE prime firm, we will be able to greatly exceed the DEN goal for the contract. In addition to APG, our team brings together six other well-qualified MWBE subconsultants. Their inclusion in key roles on this team will enable us to increase the participation of MWBE firms and commit to a 50% utilization goal, exceeding the requested 8% requirement. With the combination of APG as a MWBE prime and our six MWBE subconsultants in key roles for the contract APG has an established strategy to meet our targeted goal of 50% utilization. By having such diverse MWBE firm participation in our team we can ensure that any task will have not only APG's participation but at minimum one other MWBE firm's participation. This strategy will help us successfully meet our goal of 50% utilization. In addition to the six MWBE firms identified, Martinez Geospatial is a registered Federal DBE and Illustrate My Design (IMD) is in the process of receiving its certification from the City and County of Denver.

C. TECHNICAL ASSISTANCE & SUPPORT SERVICES

When HNTB saw this RFP, they approached APG. During the initial introductory call, we anticipated HNTB was calling to ask us to serve as a subconsultant to them, but we were pleasantly surprised when they encouraged APG to prime.

We learned that our current client United Airlines had provided HNTB with a very supportive recommendation from Joshua Jones, a Senior Manager in Corporate Real Estate at United Airlines, saying:

"Our contract with APG began as a mentorship through United's DEI initiatives. We have been thrilled with APG's ability to be responsive to our demanding planning needs at our hubs and line stations. We recently renewed our contract for another year due to their ability to provide quality deliverables." – Joshua Jones, Senior Manager in Corporate Real Estate at United Airlines.

Through our teaming conversations, we also learned of HNTB's commitment to DEN as a client and to the Equity in Infrastructure Project (EIP), which DEN is a signatory of and encourages public agencies to increase the number of opportunities for small businesses to prime.

HNTB is serving in a Mentor capacity for APG on this on-call, and is committed to our success at DEN. The resources committed will include training on several areas critical to APG's prime role on this contract, with topics including but not limited to: DEN processes, peer reviews, rate guidance, and subcontractor management.

APG anticipates gaining an understanding of the business processes of DEN with HNTB's guidance. APG will then look forward to future opportunities with other small businesses to assist and mentor them in a similar capacity to find successful roles at DEN.

HNTB's support will allow APG to learn the necessary business processes that has allowed HNTB to successfully contract and manage several successful programs at DEN. We look forward to delivering Airport Planning tasks under this agreement and setting APG up for future contract opportunities as well.

As a recent graduation of DEN's next Business Development Training Academy (BDTA), APG looks forward to supporting the next generation of firms as they navigate entry into project opportunities at DEN. We will also support HNTB and DEN in the EIP program by continuing our commitment to meeting and exceeding minority business participation goals with new tasks and contracts.

As a partner with HNTB, APG and HNTB have committed to sharing our resources with our MWBE partners on this contract which will also include understanding the DEN processes, contracting, invoicing and quality reviews.

D. PROCUREMENT PROCESS

As an MWBE prime, APG understands the challenges and barriers that are typically present for small businesses and aims to reduce those for the small business subconsultants on this team. One of APG's steps in the procurement process is to identify teaming partners in advance of the RFP, including our MWBE firms. By doing this we can set up marketing meetings with the targeted client and include the MWBE firms in that meeting. This allows the MWBE firms to learn from our business development approach and to build the relationship with the client during procurement. We will also focus on providing access to DEN during project reviews and sharing client debrief information on this contract. We want all subconsultants to have the opportunity to engage directly with the client, further developing their client understanding and increasing their opportunities for relationship development. To facilitate this APG will invite all subconsultants participating in a task order to the key client meetings throughout the task, including as appropriate scoping meetings, giving them meaningful roles for engagement during those meetings. We also want to share the debrief information as this information is traditionally provided only to the prime contract and rarely trickles down to subconsultants.

E. COMMUNICATION AND VENDOR MANAGEMENT

Communication is critical for any team to maintain cost effectiveness and producing quality deliverables for a client. Leah will be the main point of contact for the planning department. She will hold a kickoff meeting with key task leads from each member firm to review communication protocols, key contract terms, scope of work, and expectations of the team. We will also address expectations surrounding: the risk matrix, quality, schedule, safety, budget, invoicing, and scope. Steve Harris, the Principal-in-Charge will meet with Leah monthly to make sure we are meeting DEN's needs and delivering on the project as promised. Meetings related to schedule, budgets, and quality control will be documented and saved on the project team site.

As required, Renee Dowlin will provide reporting through B2GNow. Melissa Kaplan will serve as Controller, assisting with administrative tasks. Both will participate in periodic meetings with Leah and DEN's DSBO personnel to provide updates and discuss progress on our MWBE goals.

Dispute Resolution

APG aims to avoid subconsultant disputes by integrating all firms into the project team through meaningful participation and open communication. Leah is committed to holding regularly scheduled check-ins to discuss assignment statuses, and review products. Leah aims to preemptively address issues, but if a performance or prompt payment dispute does occur, APG applies the following dispute resolution process to assist and elevate our MWBE partner firms. Steve will lead the dispute resolution process.

We meet with our partner firms' leadership and discuss methods to equitably resolve any possible dispute in the most positive manner. This includes:

- Reviewing and confirming contractual obligations.
- Documenting disputed items and associated contract terms.
- Identifying non-disputed areas to continue work.
- Identifying solutions acceptable to both parties and associated contractual changes.
- Engaging DEN on changes that impact prime agreement or project performance.
- Drafting contract modification, reviewing, and executing.

APG has established a successful partnership with Arizona State University to offer hands on training and project opportunities to students studying aviation.

F. PAST PERFORMANCE

APG

APG is currently a part of the first class of DEN's Business Development Training Academy (BDTA) for small businesses. This program is meant to create, educate, and cultivate an environment where small businesses can grow and connect with other businesses and industry groups. APG intends on sharing the knowledge gained through this program with other small businesses on this contract. As APG learns and grows the goal is to assist other MWBE firms grow their capacity and capabilities. All of APG's existing prime contracts are meeting or exceeding MWBE/DBE goals. As an MWBE prime APG helps clients exceed their MWBE/DBE goals on every project. APG is active in the Airport Minority Advisory Council (AMAC) where we network not only with large prime firms but with other MWBE firms to build lasting relationships.

APG understands that the future of aviation will require an infusion of future talent above and beyond that of current staff. Because of this APG has several programs that reach out to youth and young professionals, with a primary focus on growing diversity in the industry.

- APG staff participate in the Transportation Research Board's Young Members Council in Aviation (YMCA) committee and their mentorship program.
- APG staff frequently present to high school groups on careers in aviation
- APG has formed collegiate relationships to mentor college students.
- APG has a college internship and mentorship program.
- APG provides its ownership shares as a bonus.

HNTB

HNTB is deeply committed to supporting the development, inclusion, and growth of small businesses. They recognize and support equal opportunity to historically underutilized businesses by providing substantial roles on important transportation project to these firms. Currently, HNTB is participating in the Mentor-Protégé program hosted by the City and County of Denver and have been paired with DEN as the public agency sponsor. HNTB and our small business partner (Peaking Consulting) are working on four learning objectives throughout the next year – taking turns being the teacher and the learner.

Outside of the City and County of Denver's Mentor-Protégé program, HNTB is focused on developing sustainable relationships with local small business partners across the country through HNTB's Partners Program. This is a selective program given the intense investment made by both firms. The program pairs HNTB with small- to mid-sized MWBE, DBE, and SBE firms; and focuses on assisting in the development of their sales and marketing, employee relations, project management, and business operations. HNTB will use elements of this program to support APG's development as a prime on this on-call contract.

Additionally, HNTB's Marketing Manager Kaitlyn Sullivan is teaching a class about developing prime relationships in DEN's Business Development Training Academy. She also partnered with APG on the development of this proposal, illustrating that HNTB doesn't just talk about supporting small businesses but they are actively dedicating resources so we can be successful.

HNTB has consistently met and exceeded their client's MWBE goals. Most recently at DEN, on the Concourse Expansion Program, which with Scott's oversight, has contracted more than \$8.6M to minority- and women-owned firms.

G. PROPOSER'S CULTURE

As a woman-owned small business, diversity, equity, and inclusion is core to our company and key to our success. APG's culture code is focused on how our best perk is our people. APG is focused on building a culture which encourages diversity and inclusion and is developing company policies which foster that. Policies being developed include: focused recruiting and targeted internships including at Historic Black Colleges and Universities and of underrepresented groups, mandatory staff training on unconscious bias, and an annual review of the employee handbook by a diversity committee. APG is creating an environment where employees can bring their full selves to work, regardless of how they identify. For example, with

APG's remote, flexible work hours and talent first, location second approach our prospective candidate pool is broadened and more diverse. APG offers a four-day work week and part-time positions to foster work-life balance, and also attracts more diversity to the firm. APG believes that diverse views and opinions strengthen our team. APG conducts growth mapping exercises annually with each employee. This process replaces a more typical employee evaluation. Instead of focusing on the past, the growth mapping allows the employees to work with leadership to set goals for the short and long term both professionally and personally. APG believes in supporting not only our employees in their professional life through training, certifications, and advancement opportunities, but also with employees' personal goals whether that's their health, their family or financially.

APG's paid time-off policy does not identify particular holidays in which the firm is closed for business or a maximum number of vacation hours. APG staff can choose to use their paid leave for the holidays of their choice or simply time away from the office. This policy encourages diversity by not purely closing the office for standard holidays like Christmas, and by allowing employees to choose to have time off on the days most important to them, their families, and their beliefs. APG is also focused on giving back to communities through paid volunteer hours. Employer and employee contributions to the communities we serve promote a greater understanding and respect for diversity.

As a MWBE firm actively growing our relationships and client base, we value our relationships with our subconsultants.

APG has established a pool of MWBE/DBE partners we frequently team with, both as a prime and a subconsultant. Through collaboration with our partners, we have formed additional MWBE relationships that allow us to serve as a mentee and a mentor to other firms. APG values the many small firms in which we formed immediate relationships with upon starting the firm. Co-founders Leah Whitfield and Justin Heid relied on other small firms to help us navigate things such as professional liability insurance, how to apply for certification, and more. Now as an established firm we appreciate the opportunity to help other small businesses get their start.

H. FUTURE INITIATIVES

APG promotes our culture and Equity, Diversity, and Inclusion (EDI) values to every client and community we serve and ensures our client's values align with ours. For example, APG has a rural Colorado client in which we have formed a relationship with the local high school to further expand their aviation program with career exploration speaking engagements.

Over the next five years APG commits to take the following actions related to the advancement of our EDI initiatives:

- Further document our EDI values in our company handbook and annually review APG's EDI commitments

- Source one small business to initiate a mentor-protégé relationship with to pass on the learnings from our growing portfolio and recent trainings
- Set a goal of 50% MWBE project teammates on future pursuits
- Create an internal diversity committee to track our progress related to EDI goals
- Further develop our internship program for women, veterans, and minorities and explore options for scholarships
- Expand APG's high school and college outreach program
- Continue to grow APG's diverse leadership and owners to ensure succession planning
- Share learnings from DEN's inaugural BDTA program with other small, minority businesses, and recommend them for the next session

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

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

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

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

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 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



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



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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



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- 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



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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



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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



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CM-93	Final Statement of Accounting.docx

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



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1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment, 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.



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- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to: engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (via form PS-E or via email).
- 7.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, renewal of licenses/certifications, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
 - 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 8.1 DEN Project Manager Discretion
 - 8.1.1 All requirements in this section may be modified by the Planning and Design management or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 8.2 Prior To Commencement of work – Submittals Required
 - 8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (via form CM-81 or via email).
 - 8.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
 - 8.2.3 Work Schedule.
- 8.3 Monthly Submittals
 - 8.3.1 The Consultant shall submit the Monthly Progress Report.
 - 8.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.



PLANNING AND DESIGN

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 9.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order can be handled using Primavera Unifier or via email.
- 9.2 Within 3 days following the issuance of Task Order, the Consultant shall communicate with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 9.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants should communicate via e-mail. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with Planning and Design to determine its compatibility with DEN procedures, processes and systems.



PLANNING AND DESIGN

10 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.

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

EXHIBIT B – CORE STAFF LABOR RATES

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

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



August 26, 2022

Denver International Airport
ON-CALL AIRPORT PLANNING SERVICES
RFP NO. 202263728
ADDENDUM NUMBER ONE

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

Shelley Berry

Shelley Berry
Contract Administrator
Contract Procurement



ON-CALL AIRPORT PLANNING SERVICES

RFP NO. 202263728

ADDENDUM NUMBER ONE

Scope of this Addendum

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

QUESTIONS AND ANSWERS

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

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

* * * * *

End of Addendum Number 1

Questions & Answers - 1

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

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

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

RFP NO. 202263728
September 14, 2022

DEN ON-CALL AIRPORT PLANNING SERVICES



Photograph provided courtesy of Denver International Airport

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Section 6 - Company Experience and Qualifications

Appendix 1 - Forms & Attachments

Attachment 1, Part 1

Attachment 1, Part 2

Attachment 1, Part 3

Attachment 1, Part 4

Attachment 2

Attachment 4

Certificate of Good Standing

Appendix 2 - Resumes



Cover Letter





September 14, 2022

Ms. Shelley Berry
Contract Administrator
8500 Pena Boulevard, Room 8810
Denver, CO 80249-6340

RE: RFP NO. 202263728 On-Call Airport Planning Services

Dear DEN Selection Committee Members,

The Aviation Planning Group, LLC (APG) is pleased to present our Statement of Qualifications to Denver International Airport (DEN) in response to the On-Call Airport Planning Services RFP. In line with DEN's commitment to the Equity in Infrastructure project to afford MWBE firms the opportunity to prime contracts, APG has partnered with HNTB who will serve as a mentor to our small business providing guidance and technical support as we elevate to a prime contractor role on this on-call. DEN needs a right-sized team that is committed to the goals and guiding principles of the DEN Vision 100 strategic plan to provide "excellence in service" and has successfully delivered cost-effective solutions. Consequently, APG hand-selected a group of primarily MWBE subconsultants, most with recent DEN experience. The table on the following page contains a summary of their roles on this team and their project qualifications relevant to DEN.

As a woman-owned business enterprise (WBE) firm, headquartered in Golden, CO, APG will lead a team of skilled aviation experts who will support DEN in the full scope of services needed for this airport planning on-call. APG was founded with a passion for aviation, innovative thinking, and commitment to client responsiveness. These fundamentals will serve as the basis of our commitment to DEN to provide best in class aviation planning, which I will lead as our Principal Project Manager (PPM).

APG has a proven track record of delivering planning services and is excited to bring our staff and expertise to DEN. APG was selected for, and is currently participating in, the inaugural class of DEN's Business Development Training Academy which is designed to support the growth of small businesses at DEN.

APG's successful delivery will focus on three major elements that will provide DEN a new experience with a consultant team:

- **MWBE Prime** - APG, a certified woman-owned business, will be DEN's prime consultant. We bring significant planning experience at airports across the country and with United Airlines here at DEN. As a lean team we are nimble and cost effective. We keep our core project staff engaged throughout each project and perform our quality control process at each step to avoid costly reviews and revisions.
- **A fresh perspective on DEN planning** – Both APG and HNTB are full-service firms that implement/build what we plan. We go beyond planning projects we also provide design services and manage construction for many of our clients. This unique blend of full-service offerings provides an important perspective in planning: keeping design engineers and architects engaged throughout the planning process results in projects that do not require rework and re-planning during design.
- **A diverse team with experience at DEN and at other major US airports** – Our team comprises six certified MWBE firms, bringing diverse perspectives to this project. As the PPM, I will lead this dedicated team of planners and experts with the support of APG's Vice President and project's Principal-in-Charge, Steve Harris. Our teams recent experience at DEN with United, will provide a great opportunity for stakeholder collaboration and lead to more successful solutions.

Our teaming partners have meaningful experience on projects at DEN including APG's gate and terminal planning for United Airlines, HNTB's environmental review of the seventh runway, Shrewsberry's ongoing civil engineering support, Sunland's project management, and Logplan's decades of automated guideway transit system experience.

Our specialized team (as shown in the table below) will exceed your MWBE participation goals for your upcoming planning projects and commits to meeting at least a 50% utilization rate. As a MWBE prime APG will self-perform 60% of the work. Due to the on-call nature of this contract, task order specifics are not available. However, APG is committed to meeting the following scope of work allocations to the following MWBE firms: approximately 1% to PK Electrical, HCL, and TransSolutions; 2% to CIG and Sunland; and 3% to Shrewsberry.

Firm	Scope of Work to be Performed	Certification	Qualifications Relevant to DEN
APG	Planning, Environmental, Engineering, Public Involvement	MWBE	<ul style="list-style-type: none"> • United On-Call Planning • Ardmore Cargo Concepts
HNTB	Planning, Engineering, and Architectural		<ul style="list-style-type: none"> • DEN Hotel & Transit Center • DEN Environmental Review of 7th Runway
CIG	Public involvement, Public Relations, Marketing	MWBE	<ul style="list-style-type: none"> • DEN Gate Expansion & Renewal • DEN Hotel & Transit Center
HCL	Survey, Structural Engineering	MWBE	<ul style="list-style-type: none"> • United Airlines Flight Training Center Expansion • Concourse Expansion A & B West
Illustrate My Design	Graphics, Simulations, Renderings	DBE	<ul style="list-style-type: none"> • LAX TNC Concepts • MIA CIP Conception
Logplan	AGTS, Baggage		<ul style="list-style-type: none"> • DEN Great Hall Airline BHS phasing • DEN BHS CCBRA
Martinez Geospatial	Aviation Geospatial, Aerial Survey, LiDAR	DBE	<ul style="list-style-type: none"> • DEN Geospatial on-call • OAK Airfield Geometry Study
PK Electrical	Technology, Comms, IT, Security	MWBE	<ul style="list-style-type: none"> • DEN CEP B-East & C-East • DEN West Gates DIW Pond
Shrewsberry	Civil Engineering, Transportation Planning	MWBE	<ul style="list-style-type: none"> • DEN Aero-Industrial District Plan • DEN Runway 16L-34R Complex Rehab
Sunland	Cost estimating, Financial, BCAs	MWBE	<ul style="list-style-type: none"> • DEN On-Call Condition Assessment • DEN CEP Program Management
TransSolutions	Simulation Modeling	MWBE	<ul style="list-style-type: none"> • DEN Great Hall • MDW Passenger Corridor Occupancy Study

APG has a Mentor-Protégé relationship with HNTB which will provide a meaningful opportunity for APG to grow capacity, strengthen our skillset, build our portfolio, and further broaden our capabilities as a prime firm working at a Top 10 U.S. Airport. APG will be responsive to your needs and hold your status as our client in our highest priorities.

As Principal Project Manager and President of APG you have my personal commitment that I, along with my key personnel in section 5, are available and committed to this project for the duration of the contract. We are excited and look forward to providing unmatched professional aviation planning services for DEN and expand opportunities for underrepresented firms.

Sincerely,



Leah Whitfield, C.M, ACE
 President & Principal Project Manager
 The Aviation Planning Group, LLC
 Leah@theaviationplanninggroup.com
 (307) 267-9670

1 Cost Effectiveness



1. Cost Effectiveness

The Aviation Planning Group (APG) has thoughtfully assembled a team of aviation planning firms that understand how cost-effectiveness is a critical element of successful project delivery for each task. APG will work with our teaming partners, which bring decades of successful project delivery at DEN and a thorough knowledge of how to deliver projects efficiently and cost effectively. At the same time, our team also knows the aviation industry is ever changing, and we do not take our past experience with DEN for granted. We understand that DEN seeks a team that will collaborate and bring innovative ideas to this planning contract while following DEN's vision for success and growth. Our team is committed to the four pillars of DEN's Vision 100: Powering Our People, Growing Our Infrastructure, Maintaining What We Have, and Expanding Our Global Connections.



We understand that accommodating 100M passengers at DEN, in support of Vision 100, will require focus on key areas such as: cargo, parking, ConRAC, and airside capacity building.

TEAM PHILOSOPHY ON COST EFFECTIVENESS AND EFFICIENCY

The APG team is built to eliminate learning curves that can impact cost effectiveness. APG has a strong record of accomplishing cost-effective client services, and we are committed to adapting to the processes, expectations, and needs of DEN as we serve you as a new client. Our participation in the DEN Business Development Training Academy (BDTA) is concurrent with the inception of this on-call contract and will provide an additional source of onboarding knowledge for our work with DEN. Scott Steckler with HNTB has worked with DEN for more than 12 years, and he has committed to assist APG throughout task order development and execution to make sure that communications, project delivery, and quality control adhere to DEN's protocols, maximizing cost effectiveness.

Our strategy is to employ best practice delivery tools and processes for each on-call task. We will eliminate the learning curve by leveraging our

local team's presence with deep DEN experience and relationships along with our onboarding and training. We will plan ahead and do it right the first time to avoid any unnecessary rework, allowing us to facilitate strategic planning and efficient decision making. By applying a right-sized approach, our Principal Project Manager (PPM), Leah Whitfield, will work with DEN to develop a customized team and plan for each planning task order (TO).

Budget Focus Without Compromising Quality

Our Quality Management System (QMS) confirms the quality of our work is never compromised and that we always apply the right tools for the right on-call task, including budgeting and cost tracking programs, reporting forms, and formal quality control (QC) procedures. The work plan consists of the client contract, work tasks, schedule, budget, project team organization chart, design criteria, and a workflow diagram that anticipates the need to manage change while promoting success. The work plan, in conjunction with the Quality Control Plan (QCP), are at the foundation of our consistent and successful project delivery.

Team Approach to Quality Control to Minimize Errors and Control Costs

Exhibit 1.1 – HNTB's Quality Management System



The continual improvement approach employed in the HNTB Quality Management System (QMS), is based upon the Plan, Do, Check, Act methodology to make sure lessons learned are further incorporated into the project quality plan.

1. Cost Effectiveness

Through our experienced team, we know that DEN expects each on-call task to stay within the anticipated budget and meet the proposed schedule. Leah will work with Scott to update an existing QCP that will address this specific contract's needs. By utilizing an existing QCP structure, and HNTB's experience, we will be more cost effective. APG will work with DEN to make appropriate modifications to our QCP to address DEN's specific needs and processes which will include quality assurance (QA) monitoring from our partner HNTB, and specific QC activities with every client deliverable.

HNTB has applied this process throughout the delivery of the DEN Concourse Expansion Program tasks, such as utilizing DEN's quality control checklist to make sure that a thorough level of development is provided for each task including checks and backchecks, drawing and specifications conforming to the DSM standards, and CADD and Revit standards conform to the Digital Facilities & Infrastructure (DFI) requirements. Understanding the DEN's DFI requirements up front allows our team to create proper templates, file names and incorporate the required information into a submittal one time.

We will use Bluebeam to perform, track, and confirm resolution of independent discipline QC checks, interdisciplinary reviews, and visual checks. Carlos Mendoza, our Program Quality Manager, will make sure checks occur when scheduled, and will audit each review. Carlos will work with DEN and Leah to include additional focused reviews and specialized planning design expertise based on deliverable complexity and risk.

APG will adapt HNTB's QMS process, which has been used on successful DEN projects that require all subconsultants to maintain work efficiency and quality. We hold our subconsultants to the same high standards as ourselves by including our subconsultants in our collaborative review sessions and providing training where needed. Prior to submitting reports, memos, planning documents, simulations, or any other deliverable to APG, our subconsultants will participate in our quality

checklists, which integrate past DEN QC checklists from Chapter 33 of the DSM. The APG team is supported by our project quality management team and technical experts every step of the way.

RIGHT SIZING THE TEAM WHILE EXCEEDING THE MWBE GOAL

Identifying the right staff with the availability and the skill sets needed to execute the work is critical to maintaining cost effectiveness, delivering on time, and providing innovative solutions. Based on the contract value and duration, most tasks under this contract are expected to be focused with smaller budgets, and we need to right-size the team to the budget. Our team will be nimble for tasks of any size with an understanding of how to scale the team up and down as necessary. A small, focused team can dive into details, and is better equipped to be more efficient and produce higher quality products.

As a small business owner, Leah has been delivering small, streamlined teams for many years. She will collaborate with DEN's PM to fully understand the scope and determine whether project teams need to be onsite or remote. Supported by our Planning Task Leads Haseeb Mirza (Airside and Airspace), Jessica Wyatt (Landside), and Scott Steckler (Terminal/Facilities), Leah will align the most appropriate Task Lead with the right task. Assignments are divided into distinct tasks, each with associated costs, start and finish dates, and deliverable milestones using resource-loaded schedule tools such as Microsoft Project. Through this process, we will organize our planning team efficiently to achieve the objectives of each task, providing DEN the best value.

Additionally, because HNTB has such a long history working at DEN, APG will draw on their knowledge of practices and completed work to leverage previous analyses and reports to inform our current tasks. We will focus our efforts and budgets on adding to understanding rather than revisiting DEN's completed planning work products and practices.

1. Cost Effectiveness

APG will also draw on HNTB's extensive planning experience – both in forecasting and implementing projects – in reviewing how we can build upon past work effectively.

APG is a certified MWBE firm by the City and County of Denver, along with six of our consultant minority partners. Our team will easily exceed the 8% MWBE participation goal of this contract.

APG has conservatively committed to a 50% MWBE participation, though we think we will likely exceed that.

MANAGING THE TEAM TO MAINTAIN EFFECTIVENESS AND QUALITY

APG has assembled a subconsultant team with a long and positive working history with DEN so we may provide you with the confidence that we can develop agreements quickly and delivery quality services successfully while also reducing overhead for subconsultant management. Our team has already developed strong communication skills and is comprised of experienced staff that understand DEN's Design Standards Manuals (DSM) requirements and Design Principles.

Leah will hold all the subconsultants to the same high-quality standard that the APG Quality Management Plan (QMP) requires. Leah's effective communication around expectations will maximize subconsultant productivity when delivering a small planning or feasibility study, or when updating the DEN Master Plan and forecasting the airport's aviation demands for future program. APG will develop cost-effective fee proposals leveraging the experience of our team leaders and our subconsultants involvement of similar on-call services around the U.S. We will use Microsoft Project to resource task loads and maximize efficiencies in staffing. The combination of successful past experience, our intimate knowledge of DEN processes and culture, and our project management approaches will maximize efficiency, provide quality deliverables, and eliminate staff redundancy — maintaining an effective project team and keeping the focus on delivering the right solution for DEN and your stakeholders.

Our team will use Microsoft's suite of products to seamlessly coordinate across offices and firms for team meetings, chats, file sharing, and file storage. We used these platforms to coordinate our response to this on-call RFP among our team.

PREVIOUS WORK, COMPETITIVE EDGE, AND VALUE-ADDED PROCESSES

The APG team will utilize our previous planning, analyses, and reporting work at DEN and other U.S. airports to inform new tasks and project delivery without compromising quality. Our team can provide best practices and lessons learned from managing similar DEN on-call contracts, which leads to improvements in planning, work processes, and activities to optimize delivery.

Scott Steckler brings unmatched direct experience on DEN planning and design projects through delivering large programs such as the Hotel and Transit Center and Concourse Expansion Program, along with managing smaller on-call planning and design contracts at DEN. Leah will work directly with Scott, who can provide institutional knowledge of the landside and airside environments at DEN, in addition to real project delivery experience with the DEN Planning, DEN AIM, DEN Operations, and Airport stakeholders, which have considerable influence on all planning requirements.

With our extensive experience in aviation and at DEN, the APG team will look for opportunities to connect DEN Planning and your stakeholder needs to add value to your programs. Our partner HNTB recently worked with United Airlines to address upcoming scheduled airline gate closures to maximize opportunities for necessary renovations. The goal is always to deliver the simplest solution that saves time and money for our clients. By working closely with DEN and United, HNTB helped coordinate the Concourse B-West Terrazzo construction phasing plan with the existing north side apron replacement project (GARDI), which required gate closures in the summer of 2020.

1. Cost Effectiveness

HNTB delivered strategic, pinpointed coordination, that allowed the Program Management Team to prepare the initial construction phasing documents to align with the anticipated gate availability. Had the project not been delayed, the gate closure would have enabled the new terrazzo to be installed without impacting United operations for their gate assignments. Due to HNTB's strong working relationships with DEN stakeholders and experience designing holdrooms at DEN, the HNTB team had precise knowledge of every detail down to the number of chairs, outlets, and circulation paths. As demonstrated, the APG team's experience and lessons learned provide DEN with real savings and schedule certainty on project delivery.

APG offers a team of experienced consultants who can identify and capitalize on opportunities for synergies among departments with DEN through their past or ongoing contracts, including HNTB's On-Call Geospatial, Architecture and Engineering and Architectural Planning contracts and Shrewsberry's Aero-Industrial District Plan and Runway 16L-34R Complex Rehabilitation contracts.

This intimate knowledge is also reflected in the close working relationships we have developed with staff and partnering clients at every level at DEN.

Simply put, DEN receives a team that requires no learning curve, a team DEN knows it can depend on to deliver at a moment's notice, and a team that will deliver quality work, on time, on budget, and to your complete satisfaction.

With a solid understanding of DEN's on-call needs and processes, we will implement a flexible and scalable approach to staffing, mobilizing staff for projects as needs arise and de-mobilizing them as tasks are completed, thereby delivering cost-efficient and quality services to DEN. While we are prepared to reassign staff to other projects between assignments, we are committed to DEN and will maintain consistency bringing those same staff back when new assignments arise, preserving our institutional knowledge of DEN, affording faster productivity from notice to proceed (NTP). This unique approach has been successfully implemented on other DEN on-call projects.



Shrewsberry worked on the Runway 16L-34R Complex Rehabilitation project at DEN, contributing to team's understanding of airside needs and challenges.

These experiences have provided our team the competitive edge for understanding DEN's assets and long-term planning strategies, while providing us the time to not only get to know DEN, but also speak DEN's language and understand how to deliver quality planning that meets the same meticulous level of quality that we demand of our own staff and subconsultant partners.

2 MWBE Equity, Diversity, and Inclusion Plan



2. MWBE Equity, Diversity, and Inclusion Plan

A. KEY PERSONNEL

Role	Individual & Contact Information
B2Gnow User	Renee Dowlin , Inclusivity Manager, Renee@theaviationplanninggroup.com, (503) 704-8753 Renee's responsibilities include adding contracts/task orders to B2GNow site, adding subconsultants to site, and auditing reporting for all active contracts/task orders after payment is issued for all Subconsultants.
Principal Project Manager	Leah Whitfield , PPM, Leah@theaviationplanninggroup.com, (307) 267-9670 Leah is responsible for making sure each on-call task order meets or exceeds the MWBE goal of 8% participation, by work-planning the required tasks and finding the necessary firms to support each project's scope of work. She will develop an initial work plan based on a projected breakdown of services by firm. Our initial work plan identifies specific subconsultant roles for each projected task, and guides the identification of subconsultant needs. The work plan is also used as a guide throughout the contract to inform how our actual MWBE utilization is tracking against projected utilization so that adjustments in work assignments can be made if needed.
Controller	Melissa Kaplan , Office Manager, Melissa@theaviationplanninggroup.com, (208) 861-0149 Melissa is responsible for all project accounting/financial related activities. She will provide the PPM with an updated budget analysis and review that firms have the proper certification in compliance with City and County of Denver, contractual requirements, and that APG has current compliance certificates for all MWBE firms. She will submit all required forms to the DSBO including: 18B Forms, MWBE Work Order Change (WOC), Prime/Sub background information, and LOIs. Melissa will also conduct reporting of monthly invoices and project reporting status meetings.
Superintendent	N/A
Outreach/Community Engagement Coordinator	Maddie Tischler Ward , Public Involvement, maddison@cig-pr.com, (303) 670-2537 Maddie will lead the engagement of the airport's key stakeholders and the traveling public. She will harness her decade of experience working at DEN to develop and implement an outreach approach that is cost-effective, efficient, and consistent with DEN's mission and values. CIG's project experience at DEN includes several high-profile projects such as the DEN Hotel and Transit Center and the DEN Great Hall Project.

B. MWBE UTILIZATION STRATEGIES

APG is a local MWBE firm certified with the City and County of Denver and will be the prime for this contract. While APG has worked at DEN for United Airlines, this will be the first contract we will prime for DEN. Our team read the language in the RFP encouraging historically underutilized businesses to prime on this contract and it is a primary reason that APG made the switch to prime.

We are partnering with HNTB, a nationwide leader in aviation. Both APG and HNTB have a history of strong client delivery for United Airlines. Additionally, with six MWBE firms we will bolster our team with more resources and respond to multiple concurrent task orders on the Airport Planning contract. HNTB offers valuable DEN experience and relationships, national aviation experts, and lessons learned from airports across the country. We value HNTB's long-standing commitment to inclusion, diversity, and equity — including their current participation in the DEN Mentor-Protege Program aimed at elevating new small MWBE businesses and hosting industry MWBE/DBE networking events. We look forward to learning from each other so that we all continue growing and thriving in the Denver community.

In addition to APG, our team brings together six other well-qualified MWBE subconsultants. Their inclusion in key roles on this team will enable us to increase the participation of MWBE firms and commit to a 50% utilization goal, exceeding the requested 8% requirement. In addition to the six MWBE firms identified, Martinez Geospatial is a registered Federal DBE and Illustrate My Design (IMD) is in the process of receiving its certification from the City and County of Denver.

C. TECHNICAL ASSISTANCE & SUPPORT SERVICES

When HNTB saw this RFP, they approached APG. During the initial introductory call, we anticipated HNTB was calling to ask us to serve as a subconsultant to them, but we were pleasantly surprised when they encouraged APG to prime.

We learned that our current client United Airlines had provided HNTB with a very supportive recommendation from Joshua Jones, a Senior Manager in Corporate Real Estate at United Airlines, saying:

2. MWBE Equity, Diversity, and Inclusion Plan

“Our contract with APG began as a mentorship through United’s DEI initiatives. We have been thrilled with APG’s ability to be responsive to our demanding planning needs at our hubs and line stations. We recently renewed our contract for another year due to their ability to provide quality deliverables.” – Joshua Jones, Senior Manager in Corporate Real Estate at United Airlines

Through our teaming conversations, we also learned of HNTB’s commitment to DEN as a client and to the Equity in Infrastructure Project (EIP), which DEN is a signatory of and encourages public agencies to increase the number of opportunities for small businesses to prime.

HNTB is serving in a Mentor capacity for APG on this on-call, and is committed to our success at DEN. The resources committed will include training on several areas critical to APG’s prime role on this contract, with topics including but not limited to: DEN processes, peer reviews, rate guidance, and subcontractor management.

D. PROCUREMENT PROCESS

As an MWBE prime, APG understands the challenges and barriers that are typically present for small businesses and aims to reduce those for the small business subconsultants on this team. One of APG’s steps in the procurement process is to identify teaming partners in advance of the RFP, including our MWBE firms. By doing this we can set up marketing meetings with the targeted client and include the MWBE firms in that meeting. This allows the MWBE firms to learn from our business development approach and to build the relationship with the client during procurement. We will also focus on providing access to DEN during project reviews and sharing client debrief information on this contract. We want all subconsultants to have the opportunity to engage directly with the client, further developing their client understanding and increasing their opportunities for relationship development. We also want to share the debrief information as this information is traditionally provided only to the prime contract and rarely trickles down to subconsultants.

E. COMMUNICATION AND VENDOR MANAGEMENT

Communication is critical for any team to maintain cost effectiveness and producing quality deliverables for a client. Leah will be the main point of contact for the planning department. She will hold a kickoff meeting with key task leads from each member firm to review communication protocols, key contract terms, scope of work, and expectations of the team. We will also address expectations surrounding: the risk matrix, quality, schedule, safety, budget, invoicing, and scope. Steve Harris, the Principal-in-Charge will meet with Leah monthly to make sure we are meeting DEN’s needs and delivering on the project as promised. Meetings related to schedule, budgets, and quality control will be documented and saved on the project team site.

As required, Renee Dowlin will provide reporting through B2GNow. Melissa Kaplan will serve as Controller, assisting with administrative tasks. Both will participate in periodic meetings with Leah and DEN’s DSBO personnel to provide updates and discuss progress on our MWBE goals.

Dispute Resolution

APG aims to avoid subconsultant disputes by integrating all firms into the project team through meaningful participation and open communication. Leah is committed to holding regularly scheduled check-ins to discuss assignment statuses, and review products. Leah aims to preemptively address issues, but if a performance or prompt payment dispute does occur, APG applies the following dispute resolution process to assist and elevate our MWBE partner firms. Steve will lead the dispute resolution process.

We meet with our partner firms’ leadership and discuss methods to equitably resolve any possible dispute in the most positive manner. This includes:

- Reviewing and confirming contractual obligations.
- Documenting disputed items and associated contract terms.
- Identifying non-disputed areas to continue work.
- Identifying solutions acceptable to both parties and associated contractual changes.

2. MWBE Equity, Diversity, and Inclusion Plan

- Engaging DEN on changes that impact prime agreement or project performance.
- Drafting contract modification, reviewing, and executing.

F. PAST PERFORMANCE

APG

APG is currently a part of the first class of DEN's Business Development Training Academy (BDTA) for small businesses. This program is meant to create, educate, and cultivate an environment where small businesses can grow and connect with other businesses and industry groups. APG intends on sharing the knowledge gained through this program with other small businesses on this contract. As APG learns and grows the goal is to assist other MWBE firms grow their capacity and capabilities. All of APG's existing prime contracts are meeting or exceeding MWBE/DBE goals. As an MWBE prime APG helps clients exceed their MWBE/DBE goals on every project. APG is active in the Airport Minority Advisory Council (AMAC) where we network not only with large prime firms but with other MWBE firms to build lasting relationships.

APG understands that the future of aviation will require an infusion of future talent above and beyond that of current staff. Because of this APG has several programs that reach out to youth and young professionals, with a primary focus on growing diversity in the industry.

- APG staff participate in the Transportation Research Board's Young Members Council in Aviation (YMCA) committee and their mentorship program.
- APG staff frequently present to high school groups on careers in aviation



APG has established a successful partnership with Arizona State University to offer hands on training and project opportunities to students studying aviation.

- APG has formed collegiate relationships to mentor college students.
- APG has a college internship and mentorship program.
- APG provides its ownership shares as a bonus.

HNTB

HNTB is deeply committed to supporting the development, inclusion, and growth of small businesses. They recognize and support equal opportunity to historically underutilized businesses by providing substantial roles on important transportation project to these firms. Currently, HNTB is participating in the Mentor-Protégé program hosted by the City and County of Denver and have been paired with DEN as the public agency sponsor. HNTB and our small business partner (Peaking Consulting) are working on four learning objectives throughout the next year – taking turns being the teacher and the learner.

Outside of the City and County of Denver's Mentor-Protégé program, HNTB is focused on developing sustainable relationships with local small business partners across the country through HNTB's Partners Program. This is a selective program given the intense investment made by both firms. The program pairs HNTB with small- to mid-sized MWBE, DBE, and SBE firms; and focuses on assisting in the development of their sales and marketing, employee relations, project management, and business operations. HNTB will use elements of this program to support APG's development as a prime on this on-call contract.

Additionally, HNTB's Marketing Manager Kaitlyn Sullivan is teaching a class about developing prime relationships in DEN's Business Development Training Academy. She also partnered with APG on the development of this proposal, illustrating that HNTB doesn't just talk about supporting small businesses but they are actively dedicating resources so we can be successful.

HNTB has consistently met and exceeded their client's MWBE goals. Most recently at DEN, on the Concourse Expansion Program, which with Scott's oversight, has contracted more than \$8.6M to minority- and women-owned firms.

2. MWBE Equity, Diversity, and Inclusion Plan

G. PROPOSER'S CULTURE

As a woman-owned small business, diversity, equity, and inclusion is core to our company and key to our success. APG's culture code is focused on how our best perk is our people. APG is focused on building a culture which encourages diversity and inclusion and is developing company policies which foster that. APG is creating an environment where employees can bring their full selves to work, regardless of how they identify. For example, with APG's remote, flexible work hours and talent first, location second approach our prospective candidate pool is broadened and more diverse. APG offers a four-day work week and part-time positions to foster work-life balance, and also attracts more diversity to the firm. APG believes that diverse views and opinions strengthen our team. APG conducts growth mapping exercises annually with each employee. This process replaces a more typical employee evaluation. Instead of focusing on the past, the growth mapping allows the employees to work with leadership to set goals for the short and long term both professionally and personally. APG believes in supporting not only our employees in their professional life through training, certifications, and advancement opportunities, but also with employees' personal goals whether that's their health, their family or financially.

APG's paid time-off policy does not identify particular holidays in which the firm is closed for business or a maximum number of vacation hours. APG staff can choose to use their paid leave for the holidays of their choice or simply time away from the office. This policy encourages diversity by not purely closing the office for standard holidays like Christmas, and by allowing employees to choose to have time off on the days most important to them, their families, and their beliefs. APG is also focused on giving back to communities through paid volunteer hours. Employer and employee contributions to the communities we serve promote a greater understanding and respect for diversity.

As a MWBE firm actively growing our relationships and client base, we value our relationships with our subconsultants.

APG has established a pool of MWBE/DBE partners we frequently team with, both as a prime and a subconsultant. Through collaboration with our partners we have formed additional MWBE relationships that allow us to serve as a mentee and a mentor to other firms. APG values the many small firms in which we formed immediate relationships with upon starting the firm. Co-founders Leah Whitfield and Justin Heid relied on other small firms to help us navigate things such as professional liability insurance, how to apply for certification, and more. Now as an established firm we appreciate the opportunity to help other small businesses get their start.

H. FUTURE INITIATIVES

APG promotes our culture and Equity, Diversity, and Inclusion (EDI) values to every client and community we serve and ensures our client's values align with ours. For example, APG has a rural Colorado client in which we have formed a relationship with the local high school to further expand their aviation program with career exploration speaking engagements.

Over the next five years APG commits to take the following actions related to the advancement of our EDI initiatives:

- Further document our EDI values in our company handbook and annually review APG's EDI commitments
- Source one small business to initiate a mentor-protégé relationship with to pass on the learnings from our growing portfolio and recent trainings
- Set a goal of 50% MWBE project teammates on future pursuits
- Create an internal diversity committee to track our progress related to EDI goals
- Further develop our internship program for women, veterans, and minorities and explore options for scholarships
- Expand APG's high school and college outreach program
- Continue to grow APG's diverse leadership and owners to ensure succession planning
- Share learnings from DEN's inaugural BDTA program with other small, minority businesses, and recommend them for the next session

3 Understanding the Project



3. Understanding the Project

APG assembled a highly qualified team of planners and engineers with a proven track record working at DEN on complex and highly visible planning & design projects and on-call tasks that keep the airport operational. Our team is built to deliver quality, forward-thinking planning solutions tailored to meet DEN's needs and partner with DEN staff and stakeholders to perform the Scope of Work. Successful partnership requires a team of dedicated professionals who bring comprehensive planning and design experience, understand DEN's specific needs and offer a thorough understanding of how planning for new projects impacts and can enhance DEN's operations and passenger experiences.

Our team has experience delivering all services outlined in the Scope of Work. Our understanding of the scope, including the complexity and challenges involved in planning and performing the work, and approaches and experience performing similar work and dealing with problems is described in the following sections tied to the three primary operational areas 1) airside, 2) landside and 3) terminal/facilities along with planning support services. We understand that correctly planning facilities will be critical to support the growth and vision of Airport for the next 10 years to hit DEN's critical Vision100 milestone of 100M passengers annually. Important planning decisions will be developed with DEN and your stakeholders based on passenger levels and needs. Additional airport infrastructure such as parking garages and surface lots, rental car facilities with the possible development of a consolidated Rental Car (ConRAC) program, and ancillary buildings (for DEN and your stakeholders) also will be studied to analyze future access, location, and programming assessments.

Our team has the sensitivity, skills, and scalability to perform any task DEN may require — from large complex Master Planning, Airport Layout Plans, and land use planning to small condition assessments, technical memos, and forecasting. Working with DEN PMs and subject matter experts (SME), we will identify key issues associated

with the task to verify our team fully understands DEN's needs and concerns to provide a solution that fully satisfies DEN's expectations. Our team has extensive experience with many of the DEN departments, stakeholders, and staff that allows us to efficiently engage with these groups to discuss key program issues that allows an open dialogue to review, develop and present solution to your most complex and critical program needs.

UNDERSTANDING OF COMPLEXITIES, CHALLENGES AND PROBLEMS

The APG team understands the complexity of working with one of the busiest airports in the U.S. In fact, we are currently working with other major airports with similar needs, including LAX, ORD, IAH, TPA and MCO.



At ORD, APG analyzed temporary gate options for United during taxiway construction. APG was able to rapidly mobilize and respond to this need within a week which usually takes longer.

We are skilled at balancing the often-competing objectives of growth with sustainability, efficiency, and operational continuity. Our experience brings the ability to systematically approach challenges and solve them by applying our constantly developing industry expertise and past lessons learned, to provide the innovation and ingenuity needed to tackle the unique challenges at DEN.

APPROACH FOR DEALING WITH PROBLEMS

The APG team's planning approach and national experience allow us to identify potential challenges early in the process and develop strategic solutions. Our problem-solving method is inspired by APG's core principles and can be expressed as "no surprises".

3. Understanding the Project

We will ask critical questions at the right time, listen to identify opportunities early in the process and address issues in the design. APG will develop a project risk register on all projects at the onset of the task notification to identify specific risk items associated with the defined scope of work, assigns a probability factor and the impact if the event occurs, and includes mitigation steps to respond, monitor and resolve. This risk mitigation plan is intended to deal with problems before they cause unnecessary project delays and costs. If problems arise during planning and design, our team is prepared to quickly identify the issue and communicate with the owner's PM and contractors, while developing thoughtful ideas to test and validate solutions and execute a final plan of action. APG commits to a highly experienced aviation planning team with intimate familiarity with how systems integrate and impact aviation facilities. This team will form a seamless delivery structure for DEN and stakeholders.

EXPERIENCE WITH KEY ISSUES

Airside and Airspace Planning

Led by **Haseeb Mirza**, our Airside and Airspace Planning Team brings significant large hub airport experience working at 15 of the 30 top large hub airports, including DEN, in 2022 alone. As a rapidly growing airport, DEN has been outpacing its projections year over year, and we understand airport airside expansion is top priority including remain overnight (RON) parking, airfield capacity and support facilities such as airport maintenance and deice facilities. The APG team's ability to utilize simulation modeling and software tools, along with our national experience, provide us the capabilities plan for these facilities.

As DEN grows gates and operations the supporting facilities such as deicing must also grow. Our team has extensive experience leveraging AirTOP simulation to assess airfield operational configurations and confirm requirements like we have done recently for MSP.

The simulations provide both analytical and visual results that can be shared with stakeholders with

a range of technical understanding to explain complex issues in a simple format. We are also able to utilize simulation to analyze de-icing operations, as HNTB has done at SLC and MCI, to optimize deicing layouts and specific operational considerations such as aircraft flow and spacing through the areas.

Landside Planning

Led by **Jessica Wyatt**, our Landside Planning Team brings large hub airport experience including past landside planning experience at DEN as part of the Hotel and Transit Center (HTC) program. The team understands the nuances of planning for airport passengers and specific needs of airport ground transportation facilities such as roadways, curbsides, rental car, parking, commercial vehicle staging areas, bus facilities, and transit connections; and have developed VISSIM simulation models of curbsides and access roadways to analyze future terminal alternatives and demand management measures. Jessica and her team constantly monitor trends affecting the industry, such as the impacts of disruptor technology like Uber, Lyft and Turo along with the future emergence of autonomous vehicles (AV). Our team's work at other airports gives us insights into lessons learned and emerging trends, helping us identify new opportunities in ground transportation operations, management, and facility layouts to address the passenger profile and specific needs at DEN.

Accessibility, passenger experience, modernization, and efficiency are key near-term goals to support growth at DEN. The APG team has a strong understanding of the access issues and limitations of the existing airport roadway system and curbsides. HNTB and Shrewsberry's prior experience working on the DEN Hotel & Transit Center planning and the added expertise of Shrewsberry's Runway 16L-34R Complex Rehabilitation and Gate Apron Rehabilitation and Drainage Improvements (GARDI) Program gives us a strong foundation and background for determining roadway and curbside requirements, parking needs, ground transportation efficiencies, rental car requirements, and identifying how to

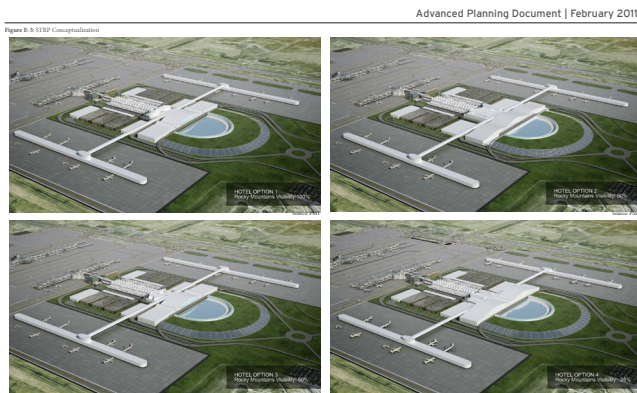
3. Understanding the Project

keep traffic moving around the airport. From HNTB's work at SFO developing a replacement ConRAC, they have built strong and trusted relationships between the rental car companies and can leverage these relationships to advance consensus around a ConRAC at DEN. Throughout the process, they developed a deep understanding of rental car companies' concerns and have been able to proactively address their challenges through collaborative and transparent communication. Our team has a strong depth of experience in assisting airport authorities on developing optimal parking rate to balance demand, supply, and financial feasibility. The APG team's familiarity with various aspects of landside planning allows us to engage with stakeholders effectively while protecting for the interests of the airport.

Terminal/Facilities Planning

Led by **Scott Steckler**, our team has a deep understanding of the facilities at DEN. Scott has been working on the largest, most complex projects at DEN for more than a decade and has touched every part of the airport complex. Scott will lead a group of talented planners to perform facility design reviews, simulation modeling of passenger flows within the terminal security screening checkpoint; and ticketing, concourses, Customs and Border Protection, automated guideway transit systems, concessions, holdrooms, restrooms, and conceptual planning studies to develop solutions for the highest impact areas.

Our teaming partner HNTB led the 2011 South Terminal Redevelopment Program (STRP) Advanced Planning Document (shown below).



This document outlined the Program Management Team (PMT) and the Master Plan Team preferred location for a future processing facility South Terminal and future east/west Concourses, which would be located south the planned (and now constructed) Hotel and Transit Center development. This option was similar to the Master Plan Team's preferred South Terminal concept; however, the document provided more detail and analysis to show additional contiguous land available for parking, fewer people mover stations, and single processor resulting in an economy of scale. This STRP advanced planning option has now been continuously carried forward on all Airport Layout Plan (ALP) updates since.

Managing gate congestion and developing well thought out plans for gate expansion is key to DEN's continued growth. APG's focus at DEN with United Airlines has been exclusively tied to planning for gate management and minimizing congestion and as a result of this and other work APG understands the complexity of incorporating FAA, airport, and air carrier design standards into existing gates with changing fleet mix and designing new gates to be as efficiently planned as possible. APG will incorporate aircraft push back planning to identify conflicts with OFAs and other aircraft/ ground-support equipment movements.

APG recently was contacted by United Airlines to quickly provide an analysis of the impact to United's overall gate counts if they increased from 15-foot wingtip spacing back to 20-feet (including jet bridge and fuel pit needs). This study provided detailed analysis for United to make a critical decision regarding aircraft fleet mixes at their hubs, parking alignments, and help evaluate overall gate planning strategies.

The APG team will build upon the existing planning work being completed by exploring apron expansion and facilities while considering the challenges of westward expansion due to terrain, taxiway expansion and existing facilities to the south.

3. Understanding the Project

APG is well-versed in developing implementation plans, which will be applied to build upon the cargo master plan to provide the detailed advanced planning work, including detailed programming and facility layouts, needed to move toward design and construction. HNTB has also completed cargo planning studies at airports across the country, including holding an on-call contract directly with UPS. Recent cargo studies include a cargo siting study at IAH and facility layouts for cargo development at ONT and OAK and will leverage this experience to advance DEN's initial cargo plans and understand the specific cargo operator needs, design standards and operational considerations.



Since 2016 cargo has continued to grow at DEN. As cargo demand increases DEN must look at expansion options.

Working with operators will allow us to integrate specific program needs for warehouse space and configuration, aircraft apron layouts, GSE storage and maintenance, and landside truck docks, trailer storage and employee and visitor parking.

Planning Support

Led by **Justin Heid**, our Planning Support team has a deep bench of resources to support any planning effort. For example, we bring strong experience and lessons learned from forecasting for the Puget Sound Regional Council and at other large connecting passenger airports, including LAS, ATL, SLC, SEA, IAD, CLT, BWI, and SFO. HNTB conducted independent research on behalf of the Airport Cooperative Research Program (ACRP) to develop guidebooks for preparing peak

period forecasts, operational profiles, and design day flight schedules providing the APG team unmatched skills in translating annual forecasts into the derivative forecasts that ultimately translate aviation demand into facility needs.

DEN is unique among large-hub connecting airports as the hub for three major airlines, each with unique approaches to airline operations and customer service. A growing originating passenger demand has resulted in the need for a variety of passenger processing capacity enhancing projects, which may stimulate additional growth in resident and visiting passenger demand. As hub carriers return to full strength and grow beyond pre-COVID levels, an increase in connecting passengers is also expected. A robust international air service development program has also resulted in the return of international carriers that temporarily stopped operations during the pandemic and the introduction of new international air service. Fleet mix changes during the pandemic included a temporary increase in domestic widebody activity, which is slowly subsiding as larger aircraft return to international air service.

The APG team has core strength in monitoring these and other trends. Given the dynamic nature of the current operational trends and recovery from the pandemic, including a shift in passenger demographics, our experience at the forefront of managing the uncertainty in all forecasts, through both the use of detailed forecast scenarios and dynamic forecasting models, will aid DEN in developing forecasts for various future scenarios. The models incorporate functions to update forecasts and run scenarios, along with the ability to generate forecast confidence intervals and calculate trigger points that employ a Monte Carlo function to calculate forecast confidence intervals and estimates the probability that a selected trigger point will be reached in a specific year. We also understand the changes the FAA has recently instituted with forecast approval and capacity and expansion-related justification for programs.

4 Proposed Work Plan and Approach



4. Proposed Work Plan and Approach

ORGANIZATIONAL APPROACH

An experienced and responsive Principal Project Manager (PPM) and a deep bench of aviation resources — these, along with proven tools and processes — are the keys to successfully assigning the right resources to meet the needs for this on-call contract. The APG team has what it takes to respond to DEN’s needs and to effectively manage scope, schedule, and budget as well as to monitor, document, and report on progress. We understand DEN will use this contract for a range of projects, including studying the gate management, rental car facilities, cargo facilities, condition assessments, deicing facilities, landside and airside planning, and expansion.

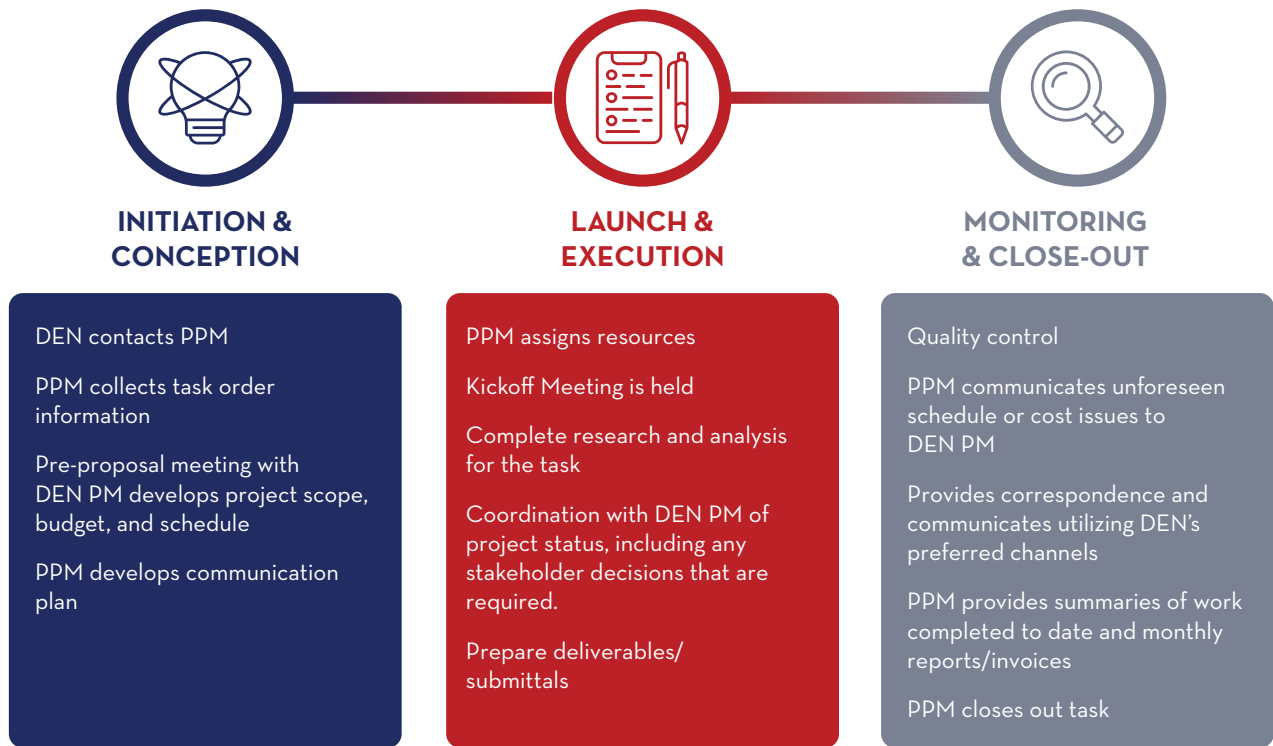
Leah, as the PPM, will be closely mentored by the HNTB key staff throughout the contract period. APG, as a prime, has managed multi-disciplinary teams and understands the strong management skills required to deliver quality projects. Our unique partnership will afford APG a meaningful opportunity, through the mentor-protégé relationship, to grow our capacity, strengthen our skillset, build our portfolio, and further broaden our knowledge and capabilities as a prime.

METHODS FOR PERFORMING THE SCOPE OF WORK & SCHEDULING

Task success relies on managing scope of work, schedule, and budget. As PPM, Leah will oversee performance of each task. As many of our aviation projects are contracted from on-call agreements, APG is experienced in providing clients like DEN with the flexibility required to respond quickly. For example, APG currently provides extension of staff on-call planning services to United Airlines, including at DEN. This on-call experience, combined with the depth of planning professionals, allows us to mobilize teams and align the right personnel to meet your project needs. As majority owner and President of APG Leah is able to be nimble and assign APG resources to the contract as needs arise and hire additional staff to meet DEN’s planning needs.

Outlined below is our approach to responding and executing task orders issued under DEN’s on-call. Each task begins with an initiation and conception phase with DEN where Leah will work closely with DEN to develop the task.

Exhibit 4-1 – Strategy for Managing Task Orders



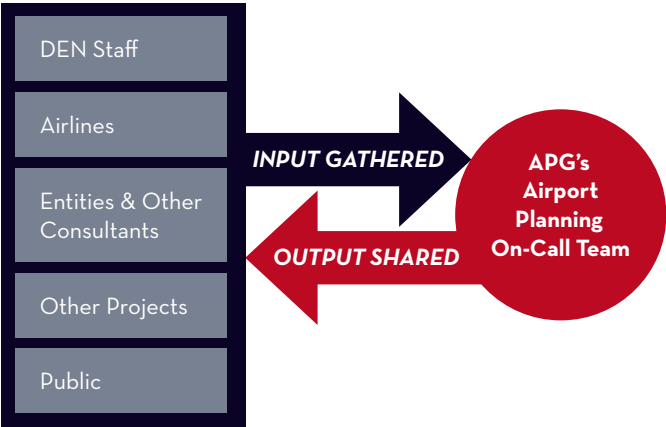
4. Proposed Work Plan and Approach

The next phase is the launch and execution where the APG team completes the work, with close coordination with DEN’s project manager. Throughout the execution our team’s leadership will monitor the task, provide timely correspondence, and quality control. Once complete Leah will close out the task.

ENTITY/CONSULTANT COORDINATION

Coordination and communication are keys to any successful project. With the complexity of DEN and the quantity of ongoing projects in all phases (planning, design, and construction) successful communication with other entities and consultants is a top priority of our planning team. By coordinating early and often with our own consultant team, who are involved in many design and construction projects throughout the airport, and with DEN staff we can identify the impacted stakeholders of each planning task. APG will form a communications plan for each task with the impacted stakeholders and entities for each task. APG will bring all impacted parties to the table with a virtual or in person meeting to develop holistic solutions to integrate our planning into the existing projects. It is important to recognize that our planning tasks will interface or connect with other projects at the airport and vice versa. By utilizing our communication plan APG will eliminate future conflicts and holistically integrate our work at DEN.

Exhibit 4.2 – Communication feedback loop



APG’s primary team member, HNTB, has worked on several large programs at DEN, including The Great Hall project, HTC, seventh runway, and the Concourse Expansion Project. Each complex project required strong coordination and communication with DEN staff, FAA, carriers (e.g., United, Southwest, Frontier, and Delta) and other stakeholders, the City and County of Denver, and other consultants.

PROJECT MANAGEMENT APPROACH

APG uses cloud-based project management software tools such as Deltek Ajera and Freedcamp. We believe these tools are necessary for transparent, timely, and informed financial and scheduling decisions. Freedcamp can provide the planning team, DEN airport staff, and other key stakeholders with a centralized web-based environment for workflow management, action tracking, schedule management, document repository, and configurable reporting. All data can be exported to Microsoft Excel and Word to directly input into DEN’s systems. As majority owner and PM, Leah can adapt to DEN’s software needs.

Leah’s project management approach centers on the goal of seamless, collaborative delivery of planning, design, technology, project controls, scheduling and project procurement in a cost- and time-effective manner. We are aware of the contractual requirements for each project and the importance of making sure all documents and formal communication are processed through DEN.

Another tool the team leverages is Bluebeam. The team has a robust understanding and vast knowledge of Bluebeam’s capabilities. HNTB has leveraged this tool successfully during stakeholder reviews, internal RFI/submittal reviews, interdisciplinary reviews with subconsultants, and deliverables compilation for submission.

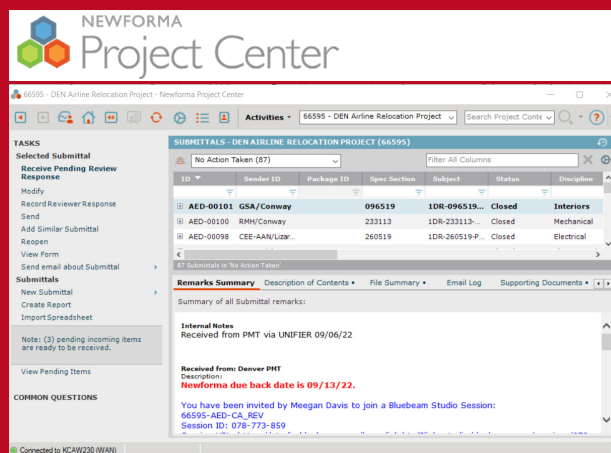
4. Proposed Work Plan and Approach

As a geographically diverse firm APG is fully adept at utilizing video conferencing and other similar tools to effectively engage and collaborate with the team across various offices and disciplines, as well as with subconsultants and clients. APG has created a culture of collaboration and innovation that we consistently bring to each of our projects.

PROJECT REPORTING SYSTEMS

Deltak Ajera can be used to provide consistent, accurate, and up-to-date information on the budget progress, forecast, and configuration of the project performance during each phase of a planning project. Ajera can report out in multiple formats, including Microsoft Excel and Word. Additionally, HNTB has a project management control system (PMCS) which the APG team can access and utilize throughout the project. PMCS benefits DEN through its centralized communications work process, which includes an official repository of all program communications, contract documents, schedules, budgets, and risks. The web-based system can be accessed from any internet enabled computer, with role-based permissions to enable appropriate access.

The PMCS clearly identifies tasks and action item assignments and creates an audit trail for all documents and business processes. Specific functions of PMCS will include: Document management, Collaboration tools, Schedule/Budget management, Process and form management, Reporting, and Communications.



Newforma is a construction and engineering project management software that is focused on connecting individuals, project teams and across the enterprise in the architecture, engineering and construction industry to each other.

5 Key Personnel and Ability to Respond



5. Key Personnel and Ability to Respond

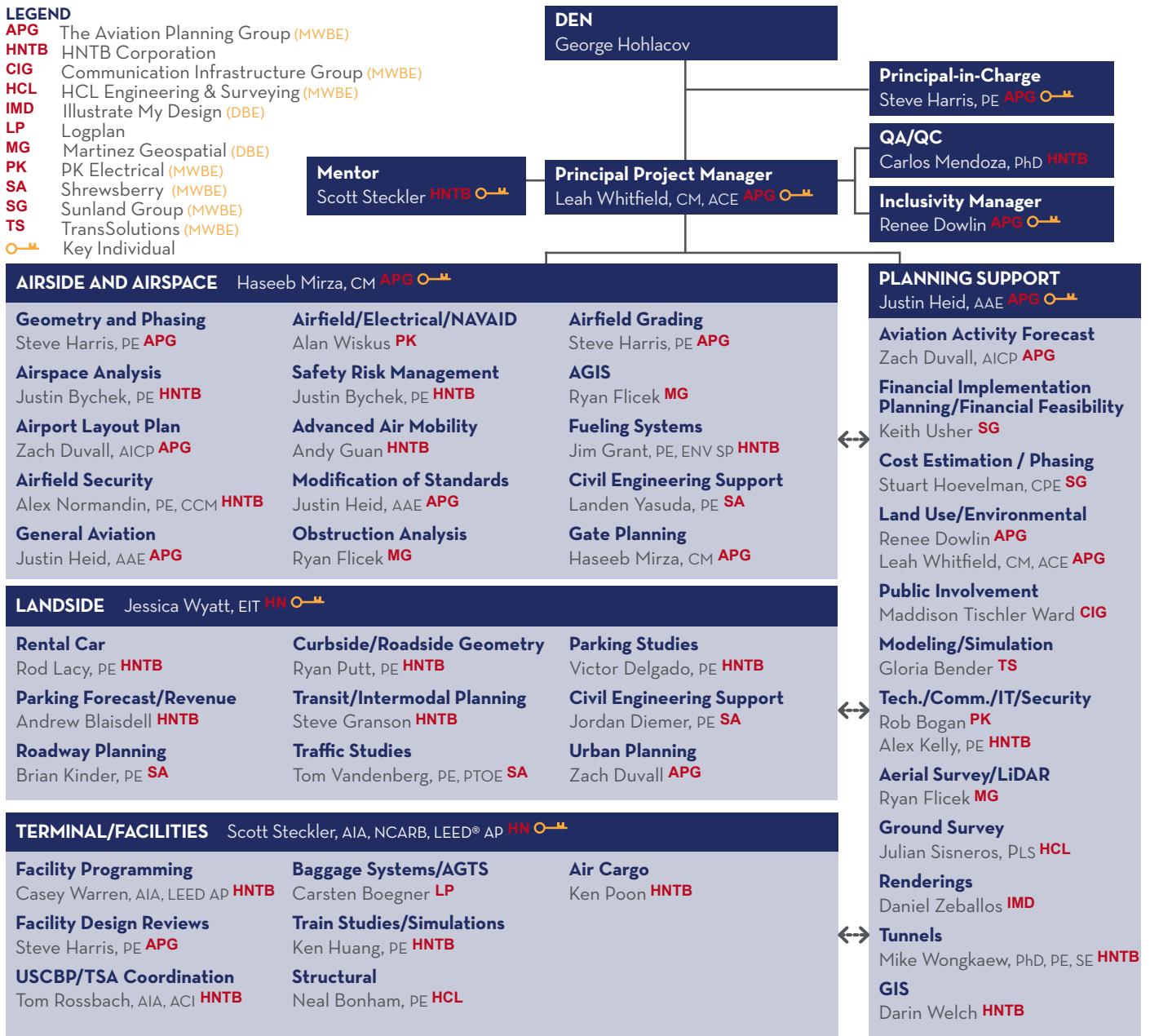
Successful projects share two common elements: strong project management and technical excellence. We have organized our team to promote success by identifying key staff to manage the project, and personnel to deliver quality work on time and on budget. This APG team brings technical expertise, responsive and scalable resources, and a true commitment to work as a lean, efficient, and integrated partner within DEN's overall organization.

Led by APG, our team provides leadership that is nimble and responsive, and that has a strong understanding of DEN's facilities and organizational goals. Our core management team is dedicated to bringing lessons learned from other on-call assignments. As tasks are given to our team, we will work with you to identify the right staff to perform the scope on time and within budget. Our organizational chart included below and resumes for key staff can be found in Appendix 2.

Exhibit 5.1 – Organizational Chart

LEGEND

APG	The Aviation Planning Group (MWBE)
HNTB	HNTB Corporation
CIG	Communication Infrastructure Group (MWBE)
HCL	HCL Engineering & Surveying (MWBE)
IMD	Illustrate My Design (DBE)
LP	Logplan
MG	Martinez Geospatial (DBE)
PK	PK Electrical (MWBE)
SA	Shrewsbury (MWBE)
SG	Sunland Group (MWBE)
TS	TransSolutions (MWBE)
	Key Individual



5. Key Personnel and Ability to Respond

TEAM INFORMATION

Our commitment is to provide high-quality, problem-solving services. Above all, APG will be responsive to the needs of the DEN staff and to the end users of the proposed projects. Our project methodology incorporates and prioritizes planning tasks, scheduling implementation, communicating expectations, coordinating efforts, and monitoring results. Coordination meetings to establish the nature and direction of each project will be embedded in our approach.

The table below contains information about the firms that make up the APG team. The work on this contract will be performed out of the locations listed below for each firm. To efficiently coordinate with the team, APG utilizes a cloud-based platform accessible from both mobile and desktop applications. This allows our staff to document activity, keep records, and communicate with office staff and clients in a live-time setting. Project meetings, video conferencing, telephone conferencing and emails are used to maintain communication among team members.

Exhibit 5.2 – Team Office Locations and Resources,

Firm	Work Assigned	Primary Offices Supporting This Contract	Employees
The Aviation Planning Group, LLC	Planning, Environmental, Engineering, Public Involvement	530 Commons Dr, Ste 2B, Golden, CO,	1 Total, 1 Professional, 0 Support
		Remote Locations	10 total, 10 Professional, 0 Support
HNTB	Planning, Engineering, and Architectural services	1700 Lincoln St., Ste. 2450, Denver, CO	45 Total, 43 Professional, 2 Support
		1111 Broadway 9th Floor, Oakland, CA	117 Total, 112 Professional, 5 Support
		777 108th Ave NE, Ste 1000, Bellevue, WA	324 Total, 301 Professional, 23 Support
Communication Infrastructure Group	Public involvement, public relations, marketing	1660 Lincoln St. Suite 1800 Denver, CO	39 Total, 37 Professional, 2 Support
HCL Engineering & Surveying	Survey	5975 S. Quebec Street, Suite 200, Centennial, CO	48 Total, 38 Professional, 10 Support
Illustrate My Design LLC	Graphics, Simulations, Renderings	1775 Tysons Blvd, 5th Floor McLean, VA	13 Total, 11 Professional, 2 Support
Logplan	AGTS, Baggage	5750 DTC Pkwy Unit 180, Greenwood Village, CO	19 Total, 17 Professional, 2 Support
		450 Bath Road, Longford, Heathrow UB7 0EB, United Kingdom	6 Total, 6 Professional, 0 Support
Martinez Geospatial	Aviation Geospatial, Aerial Survey, LiDAR	2915 Waters Road, Suite 100, Eagan, MN	25 Total, 5 Professional, 20 Support
PK Electrical	Technology, Comms, IT, Security	4601 DTC Blvd, Suite 740, Denver, CO	35 Total, 29 Professional, 6 Support
Shrewsberry & Associates	Civil Engineering, Structural Engineering	2696 S. Colorado Boulevard, Suite 460, Denver, CO	24 Total, 23 Professional, 1 Support
		7321 Shadeland Station, Suite 160, Indianapolis, IN	64 Total, 46 Professional, 18 Support
Sunland Group	Cost estimating, financial, BCAs	110 16th Street, Suite 502C, Denver, CO	40 Total, 34 Professional, 6 Support
TransSolutions	Simulation modeling	14600 Trinity Blvd, Suite 200, Fort Worth, TX	25 Total, 20 Professional, 5 Support

5. Key Personnel and Ability to Respond

KEY PERSONNEL BIOS



Leah Whitfield, Principal Project Manager. Leah serves as the President of APG, and is a project manager and senior aviation planner. Leah has more than 14 years of aviation planning and airport management experience. Her planning and project management experience includes master plans, terminal planning, system planning, regional transportation plans, business planning, airport siting studies, land use studies, PFC applications, DBE programs, snow removal equipment acquisition, airfield design, gate analysis, and security projects. Leah often sees her planning projects through design and construction. Leah's broad range of long-term planning studies includes commercial service airports such as ANC and FAI in Alaska, CYS and CPR in Wyoming; and planning analysis for large hub-airports such as IAH, EWR, ORD, HNL, IAD, SFO — and DEN. Leah is known for breaking down technical information and effectively communicating to a broad range of stakeholders. Leah leads public outreach in nearly every planning study she manages. Leah's experience at a variety of airports as a consultant and as airport staff gives a broad understanding of the impact of growth and the importance of proper planning for that growth. Leah serves as the Chair of the Transportation Research Board Committee on Aviation System Planning (AV020) and is currently the Administrative Officer for Airport Cooperative Research Program (ACRP) project 09-22 and synthesis 03-65.



Steve Harris, Principal-in-Charge. Steve is the Vice President of Engineering at APG. He has 25 years of experience in aviation planning, engineering, and construction. His extensive project background has provided him with the technical and management experience working with a broad client base, including state departments of transportation (DOT), local municipalities, airport authorities, and the FAA. His diverse technical expertise incorporates the design and inspection of countless different aviation projects. Throughout Steve's career he has been involved in airport improvements from conceptual ideas, cargo studies, master plans, ALP development, design, and construction.



Renee Dowlin, Inclusivity Manager. Renee is APG's Environmental Planning Manager. Renee has spent more than 25 years in a leadership role building diverse teams, managing sub consultants and public involvement. She has a broad range of environmental and land use planning in aviation, natural resources, energy and urban areas. Renee has also participated in DFW's DSMWBE Reporting System vendor training and is familiar with the B2Gnow software. Renee previously worked for the Ports of Portland and Oakland as an environmental planner. As airport staff Renee oversaw a multitude of aviation planning and environmental projects and oversaw consultant's work. Renee has served on a variety of ACRP panels and councils related to environmental issues.

5. Key Personnel and Ability to Respond



Haseeb Mirza, Airside and Airspace Lead. 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, gate layout analysis, airspace obstruction studies, environmental assessments, re-evaluation memorandums, categorical exclusion documents, and project description documents. He has experience leading tasks for United Airlines at their hubs, including DEN, such as gate planning and analysis, airport activity statistical analysis, and drafting exhibits for proposed projects utilizing AutoCAD and AviPlan. His expertise and understanding of airport design standards helps to create exhibits that are both technically accurate and visually appealing.



Scott Steckler, Terminal and Facilities Lead. Scott leads HNTB's Denver Architecture Studio with 28 years of experience, 13 of those years working with DEN. Moreover, he knows how to successfully deliver improvements to a busy top-20 U.S. airport. Scott's long-term knowledge of DEN's critical programs makes him a key asset for managing future task-based projects. Currently, Scott is overseeing the Concourse Renewal projects for DEN that includes hold room refreshes, wayfinding replacements, and the Concourse West Expansion Study.



Jessica Wyatt, QA/QC and Landside Planning Lead. Jessica has more than 25 years of experience in transportation and airport facilities planning. Jessica is a project manager in HNTB's national aviation market sector and facilitates coordination among the aviation disciplines. Jessica has led projects at more than 35 airports across the country and is a nationally known expert in airport ground transportation. Her experience ranges from parking and ground transportation revenue and operational analysis to conceptual curbside and roadway planning and rental car coordination and facility planning. She has served as an expert panel member for SANDAG advising on airport ground access issues; participated in the development of an ACRP guide book on coordination between regional transportation agencies and airports; and led research on the impacts of emerging technologies for ACI.



Justin Heid, Planning Support Lead. Justin is a Principal and Senior Aviation Planner at APG. He is an active pilot, with a strong aviation background. Justin's experience as an Airfield Management Operations Coordinator at Tinker AFB and as an airport manager at GOK (Guthrie, OK) and SYI (Shelbyville, TN) provide him with years of valuable experience in operational inspections, data collection, and research. These qualifications along with aviation planning experience ensure that Justin is mindful and knowledgeable about FAA regulations, policies/procedures applicable to each study. His experience includes master planning, forecasting, grant preparation and submission, AGIS project workflow, DBE programs, and airline property management. Recent planning experience includes terminal planning for United's HUB airports; gate planning at DEN; RON planning at EWR; a Landside Planning Study at TIW; and Master Plans in Orcas Island, Steamboat Springs, Monte Vista, Choteau, and Rawlins.

5. Key Personnel and Ability to Respond

TEAM'S ABILITY TO EFFECTIVELY DELIVER THE SCOPE OF WORK

As shown in the table below, the APG team has the ability to deliver on all of DEN's planning needs as laid out in the RFP. In addition to having the required experience, all of these firms have worked with APG or HNTB at airports across the country. This history of collaboration means that all of our teammates have a clear understanding of the delivery and quality expectations for this contract. In the APG team, DEN receives responsive capable firms that are focused on final outcomes that are cost effective and meet DEN's needs.

Exhibit 5.3 – Teaming Partner's Experience and Capabilities

	APG	HNTB	CIG	HCL	IMD	Logplan	Martinez Geospatial	PK Electrical	Shrewsberry	Sunland	TransSolutions
MWBE/DBE	MWBE		MWBE	MWBE	DBE		DBE	MWBE	MWBE	MWBE	MWBE
DEN Experience	X	X	X	X		X	X	X	X	X	X
Planning Studies & Documentation											
Master Planning	X	X		X	X	X					X
Survey				X			X				X
Forecasting	X	X		X		X					
Demand Capacity		X				X					X
Facility Requirements	X	X			X	X					X
Alternatives	X	X			X	X			X		X
ALP/Facility Plans	X	X			X	X	X			X	X
Financial Planning	X	X			X						
Land Use/Zoning	X	X		X	X						
Airfield Security Access Evaluation	X	X									X
Facility Studies											
Site Selection	X	X		X		X					
Runways, Taxiways, Aprons, Deicing Pads	X	X		X	X				X		X
Terminals & Concourses including Pax Flow, Security Check Point, CBP & AGTS (Pax Train)	X	X			X	X		X			X
Roadways & Transit Systems		X	X	X	X				X	X	X
Public & Employee Parking including Fee Structures		X		X	X						
Rental Cars		X		X	X						
Airport & Airline Maintenance	X	X		X	X					X	
Cargo	X	X			X				X		
Aircraft Fuel & Fuel Farm	X	X			X					X	
Ancillary Tenant Concessions & Facilities		X			X						
Other Airport Planning Work											
Traffic Studies		X	X		X	X			X		X
Facility Design Reviews		X			X	X				X	
Airspace & ATC Procedures	X	X					X		X		
Marking & Signage	X	X			X				X	X	
Aircraft Gate Use Assessments & Plan Development	X	X			X				X		
Safety Risk Management		X							X		
GIS/AGIS	X	X			X		X		X		

6 Company Experience and Qualifications



6. Company Experience and Qualifications



Contract Value \$500,000
Owner United Airlines
233 S. Wacker Drive
Chicago, IL
Subconsultants None
Gross Fees \$250,000 (to date)
Current Contact
Joshua Jones
Senior Manager,
Corporate Real Estate
(719) 850-0425

United Airlines On-Call Planning

United Airlines, Various Locations

Project Description & Scope

APG serves as an extension of staff to United Airlines' Corporate Real Estate Department. The scope of work includes airside and terminal planning for United's hub airports, preparation of presentations for senior management, and graphic design. APG frequently utilizes existing gate design and inventory provided by the client to determine if existing conditions meet United's design standards, prepare technical analysis utilizing AutoCAD and AviPlan software, and analyze terminal conditions. APG completed tasks for United's hub airports and line stations including DEN. Specifically, APG has been tasked with analyzing gate lead-in lines and stop markers, potential jet bridge and fuel pit relocations for 20-foot wingtip clearances, and fuel hydrant clearances.

Recently, APG completed an analysis of pushbacks, taxi turns, and taxilane OFA penetrations at DEN to aid the airline in placing new apron drop point markings at its Concourse A gates. In addition to airside planning, APG conducted a terminal planning analysis of the restrooms at all of the airline's hubs, including DEN. The nature of United's work requires large tasks to be completed in an expedited manner with minimal feedback which requires APG to be agile, adaptive, and decisive to produce high quality deliverables.

Challenges typically include tight deadlines, and sometimes a lack of data provided from the client. APG works through these challenges by ensuring staff have adequately capacity to respond to last minute requests and by scheduling a kick off and follow up call with the United staff member assigning the task to ensure all necessary data is provided.

HNTB is also currently supporting United Airlines (UAL) by developing a calibrated fast-time airfield and close-in airspace model of Newark Liberty International Airport (EWR) that will allow UAL and Air Traffic to test different strategies to enhance airfield efficiency and reduce ground delays.

Lessons Learned

Lessons learned by the APG staff include how to adapt to client's specific standards and efficiently utilize resources to help meet expectations.

Outcome/Result

Due to a consistent and timely output of high-quality deliverables, United Airlines has renewed APG's On-Call Aviation Planning Services contract for the next year.

6. Company Experience and Qualifications



Contract Value \$425,500	Subconsultants
Owner Ardmore Airport Authority, 620 General St. #1, Ardmore, OK 73401,	Sunland Group <5% Frontier Land Survey 6% Terracon Geotechnical <5% H.W. Lochner 35% Stevens Hydraulics <5%
Current Contact Dan Luttrell (405) 406-6204	Gross Fees \$425,500

Cargo Area Development Preliminary Design & Grant Assistance

Ardmore Municipal Airport, Ardmore, OK

Project Description & Scope

APG was the lead engineer in assisting the City of Ardmore with the \$124 million development plan for the Global Transportation & Industrial Park (GTIP). APG developed the conceptual plans, preliminary design report and cost estimates for the proposed air cargo development area as part of the GTIP. APG’s involvement consists of providing assistance with: funding procurement, development of multiple conceptual layouts and costs for the potential facilities; and development of infrastructure needs to the proposed east-side and south-side airport development. Steve Harris also assisted AEDA with preliminary design for inclusion in a request for federal funds. In addition, APG assisted the AEDA and their partners to obtain a US Economic Development Administration (USEDA) grant for improvements to the existing water supply system at the existing industrial park.

Typical challenges primarily were in the conceptual phase of the project. APG provided multiple site layouts with varying access, layout and costs for the stakeholders to discuss, review and determine which is the best fit for the future of the airport.

The challenge was multiple opinions for groups and stakeholders. APG overcame this challenge by communicating reasons why some ideas couldn’t be incorporated, but also listened and incorporated those ideas that could be incorporated.

Level of assistance from the client primarily was in the conceptual site layout. Multiple meetings and discussions took place to assure the plan met the needs for future development.

Lessons Learned

APG was assisting both the airport (owner) and the developer throughout this project. Disagreements between our two partners were common putting APG in the ‘middle’. It was important to commence with concise, factual information on what could be completed in accordance with local, state, and FAA requirements to help resolve disagreements.

Outcome/Result

The project was completed on-time and within budget. The city is currently awaiting on approval to proceed with development from multiple funding sources.

6. Company Experience and Qualifications



Contract Value \$651,372	Subconsultants
Owner Port of Olympia, 606 Columbia St NW, Suite 300, Olympia, WA	DOWL 30% Miller Creek Associates 9% SWCA Environmental 2% Synergy Consultants 1%
Current Contact Rudy Rudolph, Operations and Airport Director, (360) 584-4126	Gross Fees \$388,464 (to date)

Olympia Regional Airport Master Plan Update

Port of Olympia, Olympia Regional Airport, Tumwater, WA

Project Description & Scope

Through the airport master plan update process, APG has completed analysis of design standard compliance of the airport, commercial service feasibility study, and electric aircraft feasibility and requirements to support the future needs of the airport. The study results will help prepare the airport for investment in infrastructure and the ability to attract legacy and electric aircraft manufacturers and operators.

The methodology behind the study has been to focus on the individual characteristics of the airport and integrate future capabilities into the overall plan. APG is actively working with the utility provider to determine existing infrastructure capabilities; identify opportunities for renewable energy sources; and forecast future legacy and electric aircraft operations for both general aviation and commercial passenger operations. This is all accomplished with identifying the near and mid-term needs of the airport to ensure proper maintenance and development is occurring to meet the demand needs of the airport. Similarly, the team is working closely with the Habitat Conservation Plan (HCP) team, studying multiple endangered species at the airport, to ensure that future development at the airport will be in line within the planned allowances of the HCP plan.

APG proposed development alternatives to verify compliance with FAA design standards and support future electric aviation, and is creating

cost estimates for any necessary infrastructure improvements while using renewable energy as much as feasible — enabling the airport to support future technology such as electric aircraft operations, and to benefit from on-site energy production. While planning for the future, the team also focused on the near term needs of the airport, and successfully collaborated with the FAA to make changes to the near-term CIP to ensure projects could be updated to include the pavement needs found within the planning study.

Lessons Learned

With multiple planning studies occurring at the same time (Airport Master Plan Update, Habitat Conservation Plan, and the state’s Commercial Aviation Coordinating Commission study) collaboration should be fostered within the planning teams to confirm that all teams understand other studies findings and consider joint outreach. This could significantly reduce the stressors to the public so that the public is aware of what “planning” entails. In this case, it is important to communicate that each study is separate, and that the Port cannot necessarily control outcomes of the CAAC. Collaboration can help unify the planning findings to better the future outcome, as well as provide appropriate messaging to the public.

Outcome/Result

Currently wrapping up the study, ensuring compliance with the HCP.

6. Company Experience and Qualifications



Contract Value \$5.6M	Subconsultants
Owner Houston Airport System, 16930 JFK Blvd Houston, TX	Shelco 5% Connico 3% APTech 17%
Current Contact Francois Bijotat, Asst. Director of Planning, (281) 233-1914	Gross Fees \$4.3M

Houston Airport System (IAH, HOU and EFD) On-Call Aviation Planning Services, Houston Airport System, Houston, TX

Project Description & Scope

HNTB provided planning services to HAS since 2003 and was reselected for this contract in 2022. The contract includes all three system airports: IAH, HOU, and EFD. Some of the wide-ranging planning activities included:

IAH CARGO CONCEPTUAL PLANNING

HNTB is evaluating the potential to accommodate cargo aviation operations in four distinct areas of the airfield. The planning includes evaluating site constraints and developing preliminary options to maximize cargo activity on these various sites. Plans consider airfield access, apron/aircraft parking, GSE storage, cargo buildings, truck docks, vehicle parking, circulation/drive lanes, and roadways and evaluate optimal land uses of the east cargo area and area north of Runway 8L-26R.

IAH TERMINAL A REMAIN OVERNIGHT PLANNING AND PDD

The HNTB team worked closely with HAS staff to develop a project definition document (PDD) for the development of a new RON apron at IAH. The project began by documenting recently displaced RON positions, articulating near term and short-term projected needs, and meeting with internal HAS stakeholders to define key criteria. HNTB investigated multiple sites across IAH’s campus for viability of a RON apron and advanced eight different sites. In coordination with HAS staff and management, HNTB jointly selected the Terminal A north RON site for expansion with a supplemental option for development at the central cargo site.

Following selection of a preferred alternative, the HNTB team prepared a PDD to define the scope of services for a future design-build procurement to implement this apron.

TERMINAL PLANNING

HNTB’s terminal planning tasks at IAH included developing a PDD for the IAH Terminal A Northwest Pier Expansion which included eight new aircraft gates, demolition of the ice house gates and partial renovation of the existing Terminal A Northwest Pier. Planning conducted by HNTB included developing alternative concourse configurations, analyzing airfield operations and line of sight, detailed space planning, building sections and renderings for the selected concept.

Lessons Learned:

Through the delivery of multiple overlapping tasks, HNTB has learned that the best way to keep projects on schedule and ensure successful project delivery is to host bi-weekly coordination calls with the client task management team in addition to scheduled stakeholder coordination meetings. This allows the delivery team to review current and upcoming assignments, get real-time feedback on work and keep staff accountable for deliverables.

Outcome/Result

Plans completed under HNTB’s contract, such as the PDD for Taxiway L at EFD provided a 30% advanced planning level of detail and were used as the basis for Design-Build procurement allowing HAS to advance quickly from planning to design and construction.

6. Company Experience and Qualifications



Contract Value \$2.86M	Subconsultants
Owner City and County of San Francisco, P.O. Box 8097, San Francisco, CA	Jacobsen Daniels 20%
Current Contact Susan Tam, Senior Airport Planner, (650) 821-2119	Connico 2.5%
	Gross Fees \$2.11M

San Francisco International As-Needed Airport Planning and Management Services, City and County of San Francisco, San Francisco, CA

Project Description & Scope

HNTB has provided a wide range of airport planning tasks under their on-call planning contracts. Beginning in 2006, HNTB led planning efforts in demand forecasting, terminal, and airside planning, simulation modeling, and airport ground access planning.

Projects completed include leading the planning and programming for a new Airport Integrated Operations Center (AIOC), intended to optimize airport operations by streamlining communications and minimizing organizational silos by co-locating staff and providing landside expertise to support the conceptual planning and programming of the “Central Hub,” a reconstructed parking garage and landside access project to alleviate curbside congestion and respond to the changing landside transportation needs at airports, which was recommended in the Airport Development Plan.

HNTB has provided airport ground access planning services since 2006, beginning with the development of a VISSIM traffic simulation model for the domestic and international terminal roadways to analyze curbside layouts and operations and has updated the model over the years to incorporate the entire SFO roadway network to assess future cargo development and transportation network company hold lot locations.

HNTB is also assisting the airport with its green initiatives loads in its effort to become carbon net neutral, such as planning and programming for an all-electric Central Utility Plant and

estimating the airport’s future electrical, including for electric vehicle charging, and provisions for accommodating this demand.

HNTB is currently leading a ConRAC area task which includes the planning and programming for a new ConRAC, quick-turn-around facility, public parking garage, AirTrain connection, and associated traffic circulation/roadway realignments and utility upgrades. The project team conducted a detailed review of the existing site conditions and constraints prior to developing future facility requirements. The HNTB team developed a detailed program with input from the rental car companies, which accounted for future operations including provisions for electric vehicles. The preferred plan was refined to develop detailed floor plans indicating each operational area, building sections which accounted for required grading and airspace constraints and roadway plans and profiles.

Lessons Learned

Engaging the rental car companies at the appropriate stages is critical to making sure the program captures their current and programmed operations and building in flexibility to account for future industry changes, such as electrification of fleets.

Outcome/Result

The projects completed under our contract have advanced the identified Airport Development Program, and supported environmental review and will provide documentation for the procurement of design services.

APPENDIX 1



VI. ATTACHMENT 1, PROPOSAL FORMS**Attachment 1, Part 1 Proposal Acknowledgement Letter****City and County of Denver
Denver International Airport**Proposer: The Aviation Planning Group, LLC Date: 9/2/22

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: 1

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: Leah WhitfieldProposer's Business Address: 530 Commons Drive Golden, CO 80401E-mail address: leah@theaviationplanninggroup.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: The Aviation Planning Group, LLCProposer Address: 530 Commons Drive Golden, CO 80401Phone: 720.441.4623 Fax noneEmail: leah@theaviationplanninggroup.comFederal Identification Number: 84-4339523Principal in Charge (Name & Title): Steve Harris, P.E. , Vice President of EngineeringProject Manager for this RFP (Name & Title): Leah Whitfield, C.M., ACE , President/Project ManagerEqual Employment Opportunity Officer: Renee Dowlin

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

RLI Insurance Company for all insurance coverage.**Parent Company Information
(If Applicable)**Name of Company: N/A

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☒ LLC with S corp status

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 Leah Whitfield Title PresidentPrint Name Leah Whitfield, C.M, ACEDate 9/2/2022

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

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

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

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

Signature Leah Whitfield Title President

Print Name Leah Whitfield, C.M, ACE

Date 9/2/2022

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



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 8 % 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 50 % 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): The Aviation Planning Group, LLC

Firm's Representative: Leah Whitfield, C.M, ACE

Title: President/Project Manager

Signature (Firm's Representative): 

Date: 9/2/2022

Address: 530 Commons Drive

City: Golden

State: CO

Zip: 80401

Phone: 720.4414623

Email: leah@theaviationplanninggroup.com



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

City & County of Denver Contract No.: 202263728

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: Aviation Planning Group	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Leah Whitfield		
Signature: <i>L Whitfield</i>	Date: 9/2/2022	
Address: 530 Commons Drive		
City: Golden	State: CO	Zip: 80401
Phone: 720.441.4623	Email: leah@theaviationplanninggroup.com	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: HNTB Corporation	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Scott Steckler	
Phone: (202) 320-1729	Email: ssteckler@hntb.com
Type of Service: architecture, engineering, and planning	

Name of Firm: Communication Infrastructure Group (CIG)	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Julie Skeen	
Phone: 303-905-4108	Email: julie@cig-pr.com
Type of Service: Public involvement, public relations, marketing and graphic design firm	

Name of Firm: HCL	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: J. Lloyd Herrera, PE	
Phone: 303.773.1605	Email: Jherrera@HCLEngineering.com
Type of Service: Structural Engineering, and Surveying	



Name of Firm: Illustrate My Design LLC (IMD)		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: M. Florencia Biale		
Phone: 703-548-2929 x 101	Email: fbiale@illustratemydesign.com	
Type of Service: Graphics, Simulations, Renderings		

Name of Firm: Logplan		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Rick Kelly		
Phone: 303-808-9710	Email: r.kelly@logplan.com	
Type of Service: BHS, APM services, consulting		

Name of Firm: Martinez Geospatial		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Ryan Flicek		
Phone: 651-686-8424	Email: ryan@mtzgeo.com	
Type of Service: Geospatial – Aerial Survey/Mapping		

Name of Firm: PK Electrical		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Alan Wiskus		
Phone: 720.481.3290 x3160	Email: awiskus@pkelectrical.com	
Type of Service: Electrical Engineering, Power, Lighting, and Low Voltage / Communications Design		

Name of Firm: Shrewsbury		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Matt Nutter, Director of Airfield Design		
Phone: 303.912.4593	Email: mnutter@shrewsusa.com	
Type of Service: civil and transportation planning		

Name of Firm: Sunland		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Brandy Water, PE		
Phone: 512.590.7951	Email: bwaters@sunlandgrp.com	
Type of Service: Cost estimating, financial and BCAs		

Name of Firm: Transsolutions		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Gloria Bender		
Phone: 817-359-2954	Email: gbender@transsolutions.com	
Type of Service: Simulation modeling and analyses for planning purposes		

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

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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Aviation Planning Group, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **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) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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.) See instructions.

530 Commons Dr. Suite 2 b

6 City, state, and ZIP code

Golden, CO 80401

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

8	4	-	4	3	3	9	5	2	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

L Whetfield

Date ► 09/02/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submission date: 9 September 2022, 5:08PM
Receipt number: 633
Related form version: 6

Page 1/2

Business Email Address	leah@theaviationplanninggroup.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	On-Call Airport Planning Services
Solicitation No. (If Applicable)	202263728
Name of Your Company	The Aviation Planning Group, LLC
What Industry is Your Business?	Professional
Street Address	530 Common Drive
City	Golden
State	CO
ZIP Code	80401
Business Phone Number	7204414623
Business Facsimile Number	

Page 2/2

1. How many employees does your company employ?	11 - 50
1A. How many of your employees are full time?	5
1B. How many of your employees are part time?	7
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	No
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	<p>As a small woman-owned small business diversity, equity, and inclusion is core to our company and key to our success. APG's culture code is focused on how our best perk is our people. APG is focused on building a culture which encourages diversity and inclusion and is developing company policies which foster that. APG is creating an environment where employees can bring their full selves to work, regardless of how they identify.</p> <p>Approach: Our goal is to be a diverse workforce that is representative, at all job levels, of all people. At APG we are committed to providing an environment of mutual respect where equal employment opportunities are available to all applicants and team members. APG believes that diversity and inclusion is key to our success.</p> <p>Employment Retention: We believe that our employees are our best assets. We strive to ensure each employee is receiving their best work situations, the mentorship, and advancement opportunities that they deserve. For example, with APG's remote, flexible work hours and talent first, location second approach our prospective candidate pool is broadened and therefore more diverse. APG offers a four-day work week to foster work-life balance, but also attracts more diversity/women to the firm. APG believes that diverse views and opinions strengthen our team. We do this by providing the following:</p>

- Ownership and leadership opportunities
- 100% remote/work from home environment, with occasional travel for projects
- Four-day work week
- Hourly, part-time, and 30-hour salaried positions, in addition to full time salaries opportunities
- Flexible time off including paid time off, with no pre-chosen holidays; health and wellness; and volunteer time
- Association memberships
- Training and education opportunities
- Reimbursement for some home office expenses
- Bonus Opportunities - Spot, Sales, and Annual
- Annual growth mapping instead of employee evaluations

Teaming Partners: In addition to our staff's abilities, we often look to partner with well qualified MWBE/DBE and Small Businesses to strengthen our team. We work together with many teaming partners where we can grow as a mentee or help other small business grow as their mentor. As APG learns and grows the goal is to assist other MWBE firms grow their capacity and capabilities. All of APG's existing contracts are meeting or exceeding MWBE/DBE goals. APG intentionally teams with a minimum of one other MWBE/DBE firm on each project we pursue. APG is active in the Airport Minority Advisory Council (AMAC) where we network not only with large prime firms, but with other MWBE firms to build lasting relationships.

Principals and Programs: APG believes that diverse views and opinions strengthen our team. APG conducts growth mapping exercises annually with each employee. This process replaces a more typical employee evaluation. Instead of focusing on the past, the growth mapping allows the employees to work with leadership to set goals for the short and long term both professionally and personally. APG believes in supporting not only our employees in their

professional life through training, certifications, and advancement opportunities, but also with employees' personal goals whether that's their health, their family or financially.

APG's paid time off policy does not identify particular holidays in which the firm is closed for business or a maximum number of vacation hours. APG staff can choose to use their paid leave for the holidays of their choice or simply time away from the office. This policy encourages diversity by not purely closing the office for standard holidays like Christmas and allowing employees to choose to have time off on the days most important to them, their families, and their beliefs.

APG is also focused on the giving back to communities through paid volunteer hours. Employer and employee contributions to the communities we serve promote a greater understanding and respect for diversity.

APG understands that the role of our current staff is to develop future aviation professionals through promoting the field and mentorship programs.

Because of this APG has several programs which reach out to youth and young professionals, with a primary focus on growing diversity in the industry through the following programs:

- APG staff participate in the Transportation Research Board's Young Members Council in Aviation (YMC-A) committee and their mentorship program.
- APG staff frequently present to high school groups on careers in aviation
- APG has formed collegiate relationships to mentor college students. For example, APG has established a successful partnership with Arizona State University to offer hands on training and project opportunities to students studying aviation.
- APG has a college internship and mentorship program.

Communication and Training: As a majority woman-

owned firm, we desire every member of our team to participate and be knowledgeable about diversity and inclusion practices within the company.

Communication on the benefits of diversity and inclusion are held throughout every project and proposal. We conduct quarterly training through our staff meetings to ensure that our company’s diversity and inclusion goals are being met.

Purchasing/Procurement: APG strives to support other small businesses and woman and minority owned businesses whenever possible for things such as graphic design, printing, marketing supplies and promotional items. APG understands the value in helping small businesses grow and succeed.

Future Initiatives: Over the next five years APG commits to take the following actions related to the advancement of our EDI initiatives:

- Further document our EDI values in our company handbook
- Source one small business to initiate a mentor-protégé relationship with to pass on the learnings from our growing portfolio and recent trainings
- Set a goal of 50% MWBE project teammates on future pursuits
- Create an internal diversity committee to track our progress related to EDI goals
- Further develop our internship program for veterans, women, and minorities and explore options for scholarships

APG does not have a specific budget for diversity and inclusiveness programs.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Quarterly
5.1 What percentage of the total number of employees generally participate?	76 - 100%

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

When APG pursues a project we strive for a minimum of 50% participation by MWBE/DBE firms. APG recently joined AMAC to better network with MWBE firms and learn from other firms how best to achieve diversity and inclusiveness. APG strives to support woman-, minority- owned businesses when procuring small services or products. APG does not have a set budget for procurement purchases.

7. Do you have a diversity and inclusiveness committee?

No

8. Do you have a budget for diversity and inclusiveness efforts?

No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?

No

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

Check Here if the Above Statement is True.

Name of Person Completing Form

Leah Whitfield

Today's Date

9/9/2022

NOTE: Attach additional sheets or documentation as necessary for a complete response.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Aviation Planning Group LLC

is a

Limited Liability Company

formed or registered on 01/16/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201042796 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/01/2022 that have been posted, and by documents delivered to this office electronically through 09/03/2022 @ 13:55:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/03/2022 @ 13:55:56 in accordance with applicable law. This certificate is assigned Confirmation Number 14289726 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

APPENDIX 2





14

Years of Experience

Firm

The Aviation Planning
Group, LLC (APG)

Length of Employment

2020 – Present

Education

M.S. Aeronautical
Science, Embry-Riddle
Aeronautical University,
2009

B.S. Meteorology &
Minor in Air Traffic
Control, Embry-Riddle
Aeronautical University,
2007

**Licenses &
Certifications**

Certified Member, AAAE

Airport Certified
Employee-Operations,
AAAE

Leah Whitfield, C.M, ACE**Principal Project Manager**

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. Each study she completes requires significant coordination with stakeholders to understand their current and future needs and impacts of changes to the airport environment to their operation. Engaging stakeholders early in the process of any project or transition is key to success.

RELEVANT PROJECT EXPERIENCE**Aerospace Innovation Center Feasibility Study, Launch Alaska, Anchorage, AK (2022-Present)**

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, Various Locations (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. Leah provides quality control reviews of deliverables, manages task schedules, and overall budget.

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

Leah is the project manager for the 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. She also prepared the phased implementation plan and technical report.



25

Years of Experience

FirmThe Aviation Planning
Group, LLC (APG)**Length of Employment**

2020 – Present

EducationB.S. Civil Engineering,
Kansas State University,
1997**Licenses &
Certifications**Professional Engineer
#0057378, CO**Steve Harris, PE****Principal-in-Charge**

Steve is the Vice President of Engineering at APG. He has 25 years of experience in aviation planning, engineering, and construction. His extensive project background has provided him with the technical and management experience working with a broad client base, including state departments of transportation, local municipalities, airport authorities, and the FAA. His diverse technical expertise incorporates the design and inspection of countless different aviation projects. Throughout Steve's career he has been involved in airport improvements from conceptual ideas, master plans, ALP development, design, and construction.

RELEVANT PROJECT EXPERIENCE**Ardmore Municipal Airport, Cargo Area Development Preliminary Design and Grant Assistance, Knightbridge Partners, Ardmore, OK (2020-2021)**

As principal-in-charge and project manager Steve led a team to develop the conceptual plans, preliminary design report and cost estimates for the proposed air cargo development area as part of the GTIP. APG's involvement consists of providing assistance with funding procurement, multiple conceptual layouts and costs for the potential facilities, and development of infrastructure needs. Steve Harris also assisted AEDA with preliminary design for inclusion in a request for federal funds.

Will Rogers World Airport, Architectural/Engineering On-Call Services, City of OKC, Oklahoma City, OK (2009-2014)

Steve essentially served as an extension of the airport staff through this project. The role required daily involvement with airport staff providing solutions to the variety of daily issues that occur at an airport. He managed multiple simultaneous projects on all three city owned airports. Key projects included new taxiway LED lighting, new ATCT automated lighting control system, drainage improvements, new fuel farm, security improvements, and airport inspection of all pavements and the building envelopes. Steve provided assistance with the development of the CIP and development of potential FAA grant funded projects.

South Grand Lake Regional Airport, On-Call Planning & Engineering, Ketchum, OK (2008-2020)

When Steve was selected to provide planning and engineering services for the airport it had a turf runway and no facilities. The project started with a master plan, Phase I Environmental Site Assessment, cost estimates, and the development of an ALP. After a plan was developed a paved runway was first constructed, with improved drainage. Taxiways and aprons were then developed, which opened up an explosion of hangar development with multiple conventional hangars constructed. Then an apron widening, fuel tanks and a terminal/FBO were built. The latest project included widening the runway and installing a new runway edge lighting system.



28

Years of Experience

Firm

HNTB Corporation

Length of Employment

1998 - Present

Education

B.A. Architecture, Virginia Polytechnic and State University, 1994

Licenses & CertificationsRegistered Architect: CO
LEED AP BD+C,

American Institute of Architects

Scott Steckler, AIA, NCARB, LEED AP BD+C

Terminal & Facilities Lead

Scott has 28 years of experience on a diverse range of architectural projects that include airport terminals, hotels and convention centers. Specializing in a collaborative management approach, he works closely with the client and project team to promote successful project delivery. Through his long-term relationships with DEN, Scott understands and shares DEN's philosophies and values. His deep understanding of DEN contracts and delivery expectations – will help make this team's partnership with DEN a success.

RELEVANT PROJECT EXPERIENCE**DEN, Concourses Expansion Program (CEP) Renewal and Airline Relocations, Denver, CO (2020-Present)**

Scott is serving as the Project Manager for the CEP Renewal program and Airline Relocation projects. The Renewal program goal is to incorporate and adapt the approved design direction and concepts of the CEP into the existing concourse spaces. This program will align the interior aesthetic of furniture and finishes to work cohesively and provide the passenger with a smooth transition and unified look and feel from existing spaces to new spaces and between concourses. The Airline Relocation projects support DEN's need to re-align their major carrier's concourse gate/holdroom locations and provide the necessary support spaces for the airlines to operate.

United Airlines, DEN Concourse Support Spaces, Denver, CO (2020-Present)

Scott is serving as the Project Manager. The work at DEN includes the Concourse Tenant Improvement projects for B-West, B-East and A-West. This includes nearly 150,000 SF of offices, workrooms, line maintenance, ramp operations, locker rooms, breakrooms, restrooms, etc. Projects also include technology upgrades to United Holdroom of the Future, which adds flight information displays, self-serve passenger kiosks, gate podiums and queuing, as well as a new baggage handling systems for A-West and B-East.

DEN, Program Management, Support Services, Denver, CO (2017-2020)

Scott served as the Deputy Design Manager for the Great Hall Project. He provided the design management and oversight. Scott oversaw the Executive Leadership Design Reviews; stakeholder coordination with DEN, airlines and regulatory agencies; and design management with the developer team. Program scope included new ticketing counters with self-bag drop technology, airline ticket offices, new Security Screening Checkpoint (SSCP) and TSA operations, DEN operations and maintenance offices, concessions, wayfinding, baggage service offices, and bag claim hall refresh.



25

Years of Experience

Firm

The Aviation Planning Group

Length of Employment

2020 – Present

Education

B.A. Political Science & Sociology, Drake University, Des Moines, IA

M.U.P. Portland State University, Portland OR

Committees

Port of Portland Diversity Committee member, 2013.

Board Member/Vice Chair, The Climate Trust, 2013 – 2018

Council Member/Vice Chair, Oregon Energy Facility Siting Council (FSC) 2013 – 2018

Renee Dowlin**Inclusivity Manager/Land Use and Environmental Planning**

Renee is an Environmental Planner with 25+ years of aviation planning and environmental experience including as a consultant and as staff at Portland International Airport (PDX) and Oakland International Airport (OAK). She has strong experience leading NEPA studies for airport development, public involvement and stakeholder engagement, sustainable management plans, and environmental compliance and permitting. Renee is committed to diversity, equity and inclusivity. She is dedicated to working with MWBE subconsultants on the team and accurate tracking/reporting to DEN, and seeks to build meaningful lasting relationships with these firms for future teaming opportunities.

RELEVANT PROJECT EXPERIENCE**Olympia Regional Airport, Master Plan Update and Land Disposal, Port of Olympia, Tumwater, WA (2020-Present)**

Renee is currently working on the environmental elements of the study and is working with FAA and other state and regional stakeholders to incorporate the HCP process and obligations into the master plan alternatives. The Airport has both prairie gophers and streaked horn larks within the airport boundary that must be considered. She is also leading a separate land disposal task in the airport's industrial park.

Orcas Island Airport, Land Acquisition Project, Port of Orcas, Eastsound, WA (2021-2022)

Renee served as Project Manager. She coordinated with the client, attorney, and subconsultants, oversaw appraisals, completed a Phase I ESA and CatEx, and worked with the FAA to secure grant funding. Renee ensured the team chose a local woman-owned survey firm to ensure diversity amongst the team.

Durango-La Plata County Airport, Replacement Terminal EA, City of Durango, Durango, CO (2016)

Renee prepared an EA for terminal development and associated landside and airside actions. The EA analyzed three alternatives for replacement of the existing terminal on airport property. Key issues addressed were biological resources, historic and cultural resources, water quality and traffic impacts.

Portland International Airport, Runway Extension and Rehabilitation Program, Port of Portland, Portland, OR, (2013)

Renee served as the Port's project manager for EA that looked at alternatives to extend the north Runway to allow cargo and commercial flights to continue during the rehabilitation of the south Runway, the main runway for PDX. Key issues were working with the public on noise issues, historic and cultural resources, air quality and water quality. Renee was responsible for managing the consultants on the project, as well as coordinating with FAA staff.



6

Years of Experience

Firm

The Aviation Planning Group

Length of Employment

2021 - Present

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

Haseeb Mirza, C.M.**Airside and Airspace Lead**

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. With his expertise in CAD and understanding of airport design standards, he creates exhibits that are both technically accurate and visually appealing.

RELEVANT PROJECT EXPERIENCE**United Airlines, On-Call Planning, Various Locations (2021-Present)**

Haseeb is deputy project manager for this ongoing on-call planning contract as an extension of staff to United Airlines. His responsibilities include gate planning and analysis and airport activity statistical analysis. At DEN, he 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. He also led an analysis of pushbacks, taxi turns, and taxilane object free area penetrations to aid the airline in placing new apron drop point markings.

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.

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 to depict 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.

O'Hare International Airport, ORD21 Global Terminal and Satellites, Chicago, Illinois (2020)

Haseeb developed conceptional gate layouts plans for ORD21's proposed Global Terminal and Satellite concourses. Gate layout plans accounted for the needs of the numerous airlines and their respective fleet to determine gate frontage allocation and placement.



12

Years of Experience

FirmThe Aviation Planning
Group**Length of Employment**

2020 – Present

EducationM.S. Aerospace
Administration &
Logistics, Southeastern
Oklahoma State
University, 2012B.S. Aviation Management
& General Business
Minor, University of
Oklahoma, 2011A.A.S. Aviation
Operations, Community
College of the Air Force,
2007**Licenses &
Certifications**Accredited Airport
Executive, AAAE

Private Pilot's License

Justin Heid, AAE

Planning Support Lead

Justin is a Principal and Senior Aviation Planner at APG and a member of the inaugural class of the DEN Business Development Training Academy (BDTA). He is an Air Force Veteran and active pilot, with an airport management background. His experience includes management of multiple general aviation airports, airline property management, master planning, forecasting, grant preparation and submission, AGIS project workflow, Disadvantaged Business Enterprise (DBE) programs/goals/annual updates, and FAA coordination. Coupled with his past experiences, his knowledge of FAA Regulations and policies and procedures help him to identify issues and provide solutions with a full understanding of each stakeholder's desires and requirements.

RELEVANT PROJECT EXPERIENCE**United Airlines, On-Call Planning, Various Locations (2021-Present)**

Justin serves as a Senior Planner for the on-call to include gate planning and analysis, with a primary role in reviewing deliverables for the airline and assisting in preparation of presentation materials for the executive levels of the airline.

Orcas Island Airport, Land Acquisition, Port of Orcas, Eastsound, WA (2021-2022)

Justin assisted with the purchase of land adjacent to the airport that currently has building restriction line penetrations. He led the grant administration portion of the project, located appraisers, coordinated with the FAA, and managed the DBE program. He successfully located appraisal companies capable to perform the FAA appraisal for the remote location.

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

Justin is the Assistant Project Manager and Lead Planner for the project. He led the development of the forecast and aided with agency coordination, grant administration, CIP preparation, and emerging technologies for the airport. Innovative solutions are implemented throughout the master plan to balance the need for development ready land with environmental requirements in conjunction with the local Habitat Conservation Plan (HCP). Integration eVTOL, electric aircraft, and Urban Air Mobility over the planning period provides cutting-edge development opportunities as the industry advances within the region.

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

As Project Manager, Justin overcame challenges from the very beginning of the project. When the existing ALP needed to be recreated from scratch, he worked with the client to develop and evaluate three future development concepts for the terminal area. The resulting product provided a completely updated ALP with future development planned for through an updated CIP.



21

Years of Experience

Firm

HNTB Corporation

Length of Employment

2005 – Present

EducationM.S. Civil Engineering,
University of Washington,
2000B.S. Civil Engineering,
Georgia Institute of
Technology, 1996**Licenses &
Certifications**

Engineer-In-Training

Jessica Wyatt**Landside Planning Lead**

Jessica brings over 25 years of experience in transportation and airport facilities planning. She serves as HNTB's national aviation planning market sector leader and has extensive experience managing a range of projects and tasks at more than 35 airports across the country. She has developed landside concepts including airport roadway and curbside configurations, and on- and off-site traffic analysis. Jessica coordinates with regional transportation agencies to review access opportunities, evaluate regional traffic patterns and coordinate planning efforts. She is active in Airports Council International – North America focusing on ground access issues and served as a panel member for Airport Cooperative Research Program (ACRP) 03-43 Integrating Airport Ground Access and Metropolitan Surface Transportation Planning efforts.

RELEVANT PROJECT EXPERIENCE**DEN, South Terminal Redevelopment Program, Denver, CO****(2016–2018)**

Jessica served as the landside planning task lead responsible for landside planning, including curbside and parking facilities under the South Terminal Redevelopment Program. The program includes a hotel, train station and a plaza in addition to a terminal located south of the existing terminal. The program team analyzed the ultimate capacity of the existing terminal, including modifications to the terminal and curbsides that would be required to process the maximum number of passengers before moving to a new facility.

HAS, On-Call Planning Services, Houston, Texas (2007–Present)

Jessica serves as the project manager for this contract, providing airside, terminal and landside planning services. She has overseen the project definition document for Taxiway L at EFD, RON parking positions at IAH and planning for the expansion of a remote public and employee parking lot. She developed roadway and curbside concepts for the rebuild of the Mickey Leland International Terminal D to include 15 widebody capable gates, and developed concepts for a complete rebuild and an expansion/renovation including a supplemental curbside at Terminal D to help address capacity constraints.

SFO, As-Needed Airport and Environmental Planning Management**HAS (2005–Present)**

As Contract Manager and landside task lead, Jessica has led assignments including planning and programming for a future consolidated rental car facility, long-term parking structure and roadway realignment, and the development of a VISSIM traffic simulation model to evaluate the operational performance of the entire airport network to address significant increases in curbside congestion. She also served as the airport landside planning and ground transportation expert for SFO's Central Hub Concept development, which will serve as a replacement for the central terminal parking garage at the center of the four terminals at SFO.

CONTRACT EXECUTIVE SUMMARY



Project Title: DEN On-Call Airport Planning Services		Type: CON - New Contract						
		Action Requested: Final Contract Approval for New Project						
1. Division: Planning & Design Cost Center: 6043110 Planning & Design/GIS	2. Project Manager: George Hohlacov Attorney: Tracy Davis Assigned CA: Cate Marshall							
3. Contract Type: Expenditure Request Type: Services	4. Type of Process: Competitive RFP Procured By: Contract Procurement							
5. City Council: Yes Prevailing Wage: No Westin Hotel Impacted: No M/WBE As Prime Contract: No	6. Supplier Signature Type: Electronic Signature If Electronic Signature, Provide Signatory Name and Email: Leah Whitfield leah@theaviationplanninggroup.com							
7. Supplier Name: The Aviation Planning Group LLC Supplier Address: 7694 W Quarto Avenue Littleton, CO 80128 Contact Name: Leah Whitfield Contact Phone: 720-441-4623 Email Address: leah@theaviationplanninggroup.com Entity Type: Limited Liability Company State of Inc.: Colorado	8. Budget over contract term including option years:							
	<table border="1"> <tr> <td>Previous Total Amount</td> <td>N/A</td> </tr> <tr> <td>Current Request Amount</td> <td>\$ 750,000.00</td> </tr> <tr> <td>New Total if Executed</td> <td>\$ 750,000.00</td> </tr> </table>	Previous Total Amount	N/A	Current Request Amount	\$ 750,000.00	New Total if Executed	\$ 750,000.00	
Previous Total Amount	N/A							
Current Request Amount	\$ 750,000.00							
New Total if Executed	\$ 750,000.00							
9. Forecasting Period Requested: 30 Day Forecast	10. Proposed Advertisement Date: 08/01/2022							
11. Competitive Selection Information: Forecast List Date: 07/12/2022 Advertised Date: 08/12/2022 CEO Approved Date: 11/29/2022	12. Contract Term <u>Previous</u> Contract Start Date: N/A Contract End Date: N/A <u>This Request</u> Start Date: Date of Execution (DOE) End Date: DOE Plus 3 Years <u>Total Term</u> Years & Months: 3 years plus two 1-year options to extend							
13. Contract #: TBD Amendment #: 00 WD Supplier Contract #: TBD	14. Goals: M/WBE % Established: 8% % Proposed: 50% % Achieved: TBD Memo Date: 05/10/2022							
<u>Contract Procurement Comments:</u> N/A								

A. Provide a project description, including the scope of work, how the budget/fee structure was established, and the driving need for this procurement:

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. Budget was established based on the actual spend on the previous such contract(s) over the last three years and on the projected DEN airport planning needs in the next three years. DEN Airport Planning team does not possess the capacity to conduct specialized, larger scale planning studies and in many instances, DEN requires unbiased third-party consultant's expert opinion and recommendation based on consultant's analysis and assessment.

B. If the requested contract amount is over \$10 million, provide an explanation as to why it can't be broken into smaller contracts:

Not applicable.

C. Describe the selection process details and how this procurement complies with Memorandum No. 8B to Mayoral Executive Order No. 8:

Request for Proposal: This procurement is subject to Memorandum No. 8B and will be procured through a competitive Request for Proposal (RFP) process.

D. If this procurement request is for an amendment, please describe what alternatives are available to meet the needs of DEN:

N/A as this is not procurement request for an amendment.

E. Current Contract Details:

Contractor Name:	Ricondo & Associates Inc	Effective Date:	06/01/2019
Contract #:	201846502	Expiration Date:	05/31/2022
WD Supplier Contract #:	00004176	Original Contract Amount:	\$1,375,000.00

Contractor Name:	InterVISTAS Consulting Inc	Effective Date:	06/01/2019
Contract #:	201846503	Expiration Date:	05/31/2022
WD Supplier Contract #:	00004177	Original Contract Amount:	\$1,375,000.00

Contractor Name:	Merchant Aviation LLC	Effective Date:	06/01/2019
Contract #:	201839468	Expiration Date:	05/31/2022
WD Supplier Contract #:	00004174	Original Contract Amount:	\$750,000.00

F. Budget Details:

This contract is encumbered by (check all that apply):				Funding Source:			
<input type="checkbox"/> Annual		<input type="checkbox"/> Full Amount		<input type="checkbox"/> O&M		<input checked="" type="checkbox"/> O&M and CIP	
<input checked="" type="checkbox"/> Task / On-Call Contract				<input type="checkbox"/> CIP		<input type="checkbox"/> N/A – Revenue	
Federally Funded (Grant)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				ROCIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Budget	2023	2024	2025	2026	Year	Year	Total
CIP	\$25,000.00	\$50,000.00	\$50,000.00	\$25,000.00	Enter	Enter	\$150,000.00
O&M	\$100,000.00	\$200,000.00	\$200,000.00	\$100,000.00	Enter	Enter	\$600,000.00
Spend Category	Fund	Cost Center	Capital Program (CIP only)	Additional Worktags Airport Activity Codes	Project ID	Additional Worktags Project Phase	Total Encumbered Current Calendar Year
80160000	73810	6043110	Enter #/delete	Z50B	Enter #/delete	Enter #/delete	\$0.00

Finance Approval:

G. Additional Approvals (If required):

Non-Competitive Process: Is this contract being procured through a non-competitive process?

No

Phillip A. Washington – Chief Executive Officer
