

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 **RICONDO & ASSOCIATES, INC.**, an Illinois corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

W I T N E S S E T H:

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

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

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

WHEREAS, Consultant’s proposal was selected for award of the DEN On-Call Airport Planning Services (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

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

C. Standard of Performance.

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

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

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

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

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

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

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

D. Construction Administration. If Consultant’s Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a)

the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

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

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

C. Suspension and Termination.

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

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

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

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

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

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

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

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** ("**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 twelve percent (12%). 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: Colleen Quinn
RICONDO & ASSOCIATES, INC.
20 N CLARK ST, STE 1500
CHICAGO, Illinois, 60602

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-202266043-00
Contractor Name: RICONDO & ASSOCIATES, INC

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: PLANE-202266043-00
Contractor Name: RICONDO & ASSOCIATES, INC

By:  2A6EEFDA9929405

Name: Colleen Quinn
(please print)
Title: Senior Vice 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

RATES

Denver International Airport

Planning and Design

Professional Services Agreements

Core Staff Rates

Contract Name: On-Call Airport Planning Services

Contract Number: 202266043-00



City and County of Denver

Company Proprietary Information

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

Revision June 2021



EXHIBIT B

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

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Name	Position	Experience	Fully Burdened Rate
1	Ricondo & Associates, Inc.	Prime	Colleen E. Quinn	Engineer IX	Level 5, Managerial	\$375
2	Ricondo & Associates, Inc.	Prime	Daniel G. Rowe	Engineer VI	Level 4, Supervisory	\$334
3	Ricondo & Associates, Inc.	Prime	Jason M. Apt	Technical Support III	Level 3, Full Experience	\$278
4	Ricondo & Associates, Inc.	Prime	Joseph J. Birge	Technical Support III	Level 4, Supervisory	\$334
5	Ricondo & Associates, Inc.	Prime	Jenna P. Buckner	Project Manager	Level 3, Full Experience	\$334
6	Ricondo & Associates, Inc.	Prime	Kenneth Bukauskas	Technical Support III	Level 4, Supervisory	\$334
7	Ricondo & Associates, Inc.	Prime	Gustavo A. Ceballos	Engineer VIII	Level 5, Managerial	\$334
8	Ricondo & Associates, Inc.	Prime	Joseph M. Chang	Architect VIII	Level 5, Managerial	\$375
9	Ricondo & Associates, Inc.	Prime	Katelyn E. Doughty	Technical Support II	Level 3, Full Experience	\$230
10	Ricondo & Associates, Inc.	Prime	Bryan O. Elliott	Technical Support III	Level 5, Managerial	\$375
11	Ricondo & Associates, Inc.	Prime	Joshua P. Francosky	Technical Support III	Level 3, Full Experience	\$278
12	Ricondo & Associates, Inc.	Prime	Kreg A. Helgoth	Technical Support III	Level 3, Full Experience	\$278
13	Ricondo & Associates, Inc.	Prime	Juan I. Huarte	Technical Support III	Level 4, Supervisory	\$278
14	Ricondo & Associates, Inc.	Prime	James T. Jarvis	Engineer IX	Level 5, Managerial	\$375
15	Ricondo & Associates, Inc.	Prime	Caldwell Kerr	Project Manager	Level 4, Supervisory	\$334
16	Ricondo & Associates, Inc.	Prime	Kaitlin S. Kimbro	Technical Support II	Level 2, Developmental	\$230
17	Ricondo & Associates, Inc.	Prime	Catherine M. Lang	Project Manager	Level 5, Managerial	\$375
18	Ricondo & Associates, Inc.	Prime	Scott LeCount	Technical Support III	Level 4, Supervisory	\$278
19	Ricondo & Associates, Inc.	Prime	Craig T. Leiner	Project Manager	Level 4, Supervisory	\$334
20	Ricondo & Associates, Inc.	Prime	Ryan J. Lenda	Project Manager	Level 3, Full Experience	\$278
21	Ricondo & Associates, Inc.	Prime	Jeffrey M. Leske	Project Manager	Level 4, Supervisory	\$334
22	Ricondo & Associates, Inc.	Prime	Aaron J. Lofurno	Project Manager	Level 4, Supervisory	\$278
23	Ricondo & Associates, Inc.	Prime	Kevin L. Markwell	Technical Support III	Level 3, Full Experience	\$334
24	Ricondo & Associates, Inc.	Prime	M. Cameron Modjeski	Project Manager	Level 4, Supervisory	\$334
25	Ricondo & Associates, Inc.	Prime	Omni T. Morse	Technical Support II	Level 3, Full Experience	\$278
26	Ricondo & Associates, Inc.	Prime	David Ramacorti	Technical Support III	Level 4, Supervisory	\$334
27	Ricondo & Associates, Inc.	Prime	Mark Richter	Project Manager	Level 4, Supervisory	\$334
28	Ricondo & Associates, Inc.	Prime	Michael L. Scott	Engineer VIII	Level 4, Supervisory	\$334
29	Ricondo & Associates, Inc.	Prime	Jacob D. Strawn	Technical Support III	Level 4, Supervisory	\$278
30	Ricondo & Associates, Inc.	Prime	Chad Townsend	Architect VIII	Level 5, Managerial	\$375
31	Ricondo & Associates, Inc.	Prime	R. Douglas Trezise	Engineer IX	Level 5, Managerial	\$375
32	Ricondo & Associates, Inc.	Prime	Michael D. Truskoski	Engineer VI	Level 3, Full Experience	\$278
33	Ricondo & Associates, Inc.	Prime	Erik T. Wilkins	Engineer VII	Level 4, Supervisory	\$334
34	Ricondo & Associates, Inc.	Prime	Kristina L. Woodward	Project Manager	Level 5, Managerial	\$375
35	Ricondo & Associates, Inc.	Prime	Fan Yang	Technical Support III	Level 3, Full Experience	\$278
36	Ricondo & Associates, Inc.	Prime	Ura Vvan	Project Manager	Level 4, Supervisory	\$334
37	Aguirre Project Resources, LLC	Sub-Contractor	Charles Aguirre	Estimating Manager Civil	Level 5, Managerial	\$220
38	Aguirre Project Resources, LLC	Sub-Contractor	Larry Harrod	Estimator III Civil	Level 5, Managerial	\$160
39	Aguirre Project Resources, LLC	Sub-Contractor	Aubry Pridham	Estimating Manager Architectural	Level 5, Managerial	\$175
40	Aguirre Project Resources, LLC	Sub-Contractor	Brandon Reisinger	Estimator III Architectural	Level 5, Managerial	\$145
41	All Traffic Data Services, Inc.	Sub-Contractor	Scott Altman	Data Analyst III	Level 3, Full Experience	\$205
42	ARland Land Use Economics	Sub-Contractor	Arleen Taniwaki	Senior Landscape Architect	Level 4, Supervisory	\$175
43	Corgan Associates, Inc.	Sub-Contractor	Jonathan Massey	Project Manager	Level 5, Managerial	\$325
44	Corgan Associates, Inc.	Sub-Contractor	Keith O'Connor	Project Manager	Level 4, Supervisory	\$249
45	HCL Engineering & Surveying, LLC	Sub-Contractor	Byron Glenn	Engineer IX	Level 4, Supervisory	\$200
46	HCL Engineering & Surveying, LLC	Sub-Contractor	Julian Sinerros	Engineer IX	Level 4, Supervisory	\$200
47	Illustrate My Design, LLC	Sub-Contractor	Daniel Zeballos	Project Manager Functional IV	Level 5, Managerial	\$240
48	Iron Horse Architects, Inc.	Sub-Contractor	Kevin Ashby	Architect VIII	Level 5, Managerial	\$300
49	Iron Horse Architects, Inc.	Sub-Contractor	Michael Kutz	Architect VI	Level 4, Supervisory	\$175
50	Iron Horse Architects, Inc.	Sub-Contractor	Virginia McAllister	Architect VIII	Level 5, Managerial	\$275
51	Iron Horse Architects, Inc.	Sub-Contractor	Fred Schultz	Architect VII	Level 5, Managerial	\$250
52	Kimley-Horn and Associates, Inc.	Sub-Contractor	Jill Capelli	Engineer VIII	Level 5, Managerial	\$315
53	Kimley-Horn and Associates, Inc.	Sub-Contractor	Matt Ciarkowski	Engineer V	Level 3, Full Experience	\$195
54	Kimley-Horn and Associates, Inc.	Sub-Contractor	David Haines	Engineer VIII	Level 4, Supervisory	\$315
55	Kimley-Horn and Associates, Inc.	Sub-Contractor	Pam Keidel-Adams	Engineer VIII	Level 5, Managerial	\$315

56	Kimley-Horn and Associates, Inc.	Sub-Contractor	Jeffrey Reeder	Engineer IV	Level 3, Full Experience	\$175
57	Kimley-Horn and Associates, Inc.	Sub-Contractor	Curtis Rowe	Project Manager	Level 5, Managerial	\$315
58	Kimley-Horn and Associates, Inc.	Sub-Contractor	Andrew Scanlon	Engineer VII	Level 3, Full Experience	\$280
59	Kimley-Horn and Associates, Inc.	Sub-Contractor	Ryan Thomas	Engineer V	Level 3, Full Experience	\$195
60	Kimley-Horn and Associates, Inc.	Sub-Contractor	Bobby Valentine	Engineer VI	Level 3, Full Experience	\$220
61	KRAMER aerotek inc.	Sub-Contractor	Lois S. Kramer	Project Manager	Level 4, Supervisory	\$225
62	Lea+Elliott, Inc.	Sub-Contractor	Theodore C. Barker	Technical Support III	Level 5, Managerial	\$313
63	Lea+Elliott, Inc.	Sub-Contractor	Scott F. Kutchins	Technical Support III	Level 5, Managerial	\$321
64	Lea+Elliott, Inc.	Sub-Contractor	Melinda S. Ring	Technical Support III	Level 5, Managerial	\$254
65	Martin/Martin, Inc.	Sub-Contractor	Chris Adams	Engineer V	Level 3, Full Experience	\$146
66	Martin/Martin, Inc.	Sub-Contractor	Kelly Knowles	Engineer VIII	Level 5, Managerial	\$215
67	Martin/Martin, Inc.	Sub-Contractor	Tim Lack	Engineer VIII	Level 5, Managerial	\$215
68	Swanson Rink, Inc.	Sub-Contractor	Stephen W. Bennett	Engineer IX	Level 5, Managerial	\$200
69	Swanson Rink, Inc.	Sub-Contractor	Cody Law	Engineer III	Level 3, Full Experience	\$145
70	Two Hundred, Inc.	Sub-Contractor	Morgan Richards	Project Manager	Level 5, Managerial	\$142
71	Two Hundred, Inc.	Sub-Contractor	Andrew Vermouth	Project Manager Functional IV	Level 5, Managerial	\$250
72	Vic Thompson Company	Sub-Contractor	Blessing Oyem	Project Manager	Level 5, Managerial	\$150
73	Y2K Engineering, LLC	Sub-Contractor	Rae Stephani	Engineer II	Level 2, Developmental	\$165
74	Y2K Engineering, LLC	Sub-Contractor	Eileen Yazzie	Project Manager Functional III	Level 4, Supervisory	\$190

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

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

J. Part 230 and the DEN Airport Rules and Regulations

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



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



PLANNING AND DESIGN

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

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

1.2 GENERAL SCOPE

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

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

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



2.2 TASK ORDER SCOPE OF WORK

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

2.3 TASK ORDER

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

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO TASK ORDER

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



PLANNING AND DESIGN

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

2.5 DILIGENCE

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

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

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

3.2 AIRPORT SECURITY REQUIREMENTS



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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 [This section left blank intentionally.]
 - 3.2.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.2.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.2.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
 - 3.2.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.2.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.2.2.7 Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
 - 3.2.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the Director or his/her authorized representative.
- 3.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.



PLANNING AND DESIGN

- 3.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.5 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager may meet to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 3.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.6.2 Signed subconsultant agreement(s)
 - 3.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 3.6.4 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 3.7 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant after Issuance of Task Order. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.



PLANNING AND DESIGN

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

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

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



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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



PLANNING AND DESIGN

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

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 9.1 Following the issuance of Task Order, the Consultant shall communicate with the DEN Project Manager to review the proposed method of correspondence, email, & submittal communication control. Following this review, the Consultant shall institute its control procedures for the Task Order.

END OF EXHIBIT

EXHIBIT F
UTILIZATION PLAN

MWBE Utilization Plan

On-Call Airport Planning Services

at Denver International Airport

Submitted to the **City and County of Denver, Department of Aviation**
December 27, 2022 | Contract #202266043



IN ASSOCIATION WITH

Aguirre Project Resources, LLC
All Traffic Data Services, Inc.
ArLand Land Use Economics
Corgan Associates, Inc.
HCL Engineering & Surveying, LLC

Illustrate My Design, LLC
Iron Horse Architects, Inc.
Kimley-Horn and Associates, Inc.
KRAMER aerotek, inc
Lea+Elliott, Inc.

Martin/Martin, Inc.
Swanson Rink, Inc.
Two Hundred, Inc.
Vic Thompson Company
Y2K Engineering, LLC

Ricondo is committed to producing documents in a responsible manner that minimizes the impact on the environment.

CORPORATE COMMITMENT TO SUSTAINABILITY

While focusing on providing our clients with financially, operationally, and environmentally sustainable solutions, Ricondo & Associates understands that our own continued success, the well-being of our employees, and the health of our planet also depend on our ability to operate in the most sustainable manner possible. To that end, our Board of Directors has adopted a corporate sustainability policy that reflects the four main aspects of sustainability: economic viability, operational efficiency, natural resources conservation, and social responsibility.

A handwritten signature in white ink that reads "Ricondo". The signature is fluid and cursive, with the first letter 'R' being particularly large and stylized.

Ramon Ricondo
PRESIDENT



SIGNATORY PAGE

RICONDO & ASSOCIATES, INC.
MINORITY- / WOMEN-OWNED BUSINESS ENTERPRISE (MWBE)
UTILIZATION PLAN
FOR ON-CALL AIRPORT PLANNING SERVICES
AT DENVER INTERNATIONAL AIRPORT
CONTRACT 202266043

SUBMITTED TO THE CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION

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

A blue ink signature of Colleen E. Quinn, consisting of a stylized 'C' followed by a series of loops and a long horizontal stroke.

Colleen E. Quinn, PE
Senior Vice President
Ricondo & Associates, Inc.

December 28, 2022

Date

A blue ink signature of Brittany Croen, written in a cursive script.

DBSO Assistant Director
(delegated authority by Director)
City and County of Denver
Department of Aviation

12/29/2022

Date

MWBE UTILIZATION PLAN

RICONDO & ASSOCIATES, INC.

During its over 30-year history, Ricondo has developed extensive experience delivering technical, environmental, and financial on-call planning services to airport operators in the United States. Our success with on-call contracts stems from our overall philosophy of delivering value-added services in the most efficient and cost-effective manner possible. We are committed to delivering responsive and cost-effective services that meet our clients’ needs.

Ricondo started as a small, minority-owned firm in 1989. Subsequently, the firm met the Disadvantaged Business Enterprise (DBE) criteria set by the US Department of Transportation (USDOT) and was certified as a Minority Business Enterprise (MBE) with multiple states, municipalities, independent authorities, and other certifying agencies around the country. With the firm’s success, Ricondo no longer met USDOT DBE criteria but retained numerous MBE certifications until December 2018, when we became an employee stock ownership program (ESOP) S Corporation. Because of our history, we understand the importance of federal, state, and local programs to provide meaningful opportunities for disadvantaged businesses such as MWBEs.

Ricondo has engaged with, and plans to continue advancing our engagement with, historically underutilized businesses and promoting equity, diversity, and inclusion (EDI) through employment and retention, procurement/supply chain activities, and the services we provide to our clients. Ricondo’s MWBE EDI Plan formally expresses our commitment to diversity, equity, and inclusion across our business practices.

1. KEY PERSONNEL

Our Team’s contacts and duties as related to execution of Ricondo’s MWBE EDI Plan are shown below.

ROLES	NAME	TITLE	EMAIL	TELEPHONE	DUTIES
Project Manager	Daniel G. Rowe	Director	drowe@ricondo.com	720-259-5593	Engagement and monitoring of MWBEs
Officer-in-Charge	Colleen E. Quinn, PE	Senior Vice President	cequinn@ricondo.com	312-212-8828	Engagement of MWBEs; adherence to contractual commitments
B2Gnow User/ Controller	Garrett Bond	Controller	gbond@ricondo.com	312-212-8825	Monthly updates based on invoicing, contract establishment; project accounting

NOTE: Superintendent and/or Outreach/Community Engagement Coordinator positions are not relevant to Ricondo’s EDI plan.

2. MWBE UTILIZATION STRATEGIES

Ricondo has six EDI strategies and supporting tactics focused on increasing participation of new and existing M/W/DBE businesses in contracting opportunities. Ricondo's strategies to increase MWBE engagement are listed below.

STRATEGY CM-1, MWBE MENTORING

PROVIDE MWBE VISIBILITY INTO RICONDO'S SERVICE DELIVERY PROCESSES

Tactic CM-1.1 – Colocate with MWBEs in support of client projects; this improves small business' visibility into technical expertise, project management, project controls, and client conversations as well as access to office equipment to reduce capital costs associated with project delivery.

Tactic CM-1.2 – Internally promote best practice to scope project tasks to integrate MWBE firm into full project delivery process (rather than discrete tasks) to enhance visibility into life cycle of project delivery. Best practices support the requirement for all On-Call Airport Planning Services tasks to meet the MWBE minimum commitment of 12 percent participation. Best practices include strategies such as:

- Provide scoping MWBE materials to task leads along with the request for scope and budget that outlines Ricondo's commitment to MWBE participation.
- Scoping MWBE materials will include MWBE firm experience overviews and contact information, as well as summaries of contributions to completed/ongoing DEN tasks under the On-Call Airport Planning Services contract and other DEN contracts.
- For tasks that do not align with the skill sets of current MWBE team members, the task lead and Project Manager will identify alternate compliance paths, including but not limited to:
 - adding to the Ricondo team new skill-aligned MWBE firms, if meaningful opportunity is identified that does not detract from other MWBE firm roles on the Ricondo team; and
 - identifying creative solutions to engage MWBEs, such as training on technical tasks, provision of project management support, and participation in methodology and deliverable reviews.
 - See also Tactics CM-1.3 and CM-1.4.
- Convene bi-monthly (every other month) Ricondo Team meetings, during which current projects and MWBE opportunities, efforts, and skills are reviewed to maintain an ongoing dialogue throughout the project on MWBE priorities. Alternatively, Ricondo may develop a team SharePoint or Google Workspace site to maintain and provide continual access to current project task and MWBE efforts and skills.

Tactic CM-1.3 – For MWBE partners without robust quality assurance program, internally promote as a best practice the mentoring of and access to Ricondo services, such as scope development and technical editing.

Tactic CM-1.4 – Internally promote the best practice of providing MWBEs on project teams access to and training on project delivery resources, such as report templates and writing guides.

STRATEGY CM-2, MWBE RELATIONSHIPS

FOSTER RELATIONSHIPS WITH MWBEs AND INTRODUCE SERVICES TO NEW CLIENTS

Tactic CM-2.1 – Develop relationships with MWBEs and share recommendations during marketing strategy discussions. Ricondo builds relationships with MWBEs in pursuit of client contracts and at industry and client networking engagements. Ricondo convenes weekly calls to discuss marketing strategy and opportunities, which allows for pooling the collective knowledge of the firm's directors and officers on teaming opportunities, including MWBE engagement.

Ricondo's officers, directors, and marketing team track teaming discussions and selections. MWBE partnerships are selected to meet client service needs, which often involve technical expertise and local expertise with stakeholders, conditions, and regulatory agencies. Where appropriate, Ricondo also seeks client input on MWBE partnerships to build a team or augment an existing team. As routine practice, Ricondo researches all leads (provided internally or from external outreach) and schedules meetings with firms that present a potential fit on our teams as well as unknown firms to explore a potential fit. Ricondo

Ricondo also participates in meetings with potential partner firms, including MWBEs, to explore opportunities under existing contracts and future proposals. To support thoughtful consideration of opportunities, the Ricondo lead working with the potential partner engages other Ricondo subject matter experts (SMEs) in the exploratory meeting to ensure broad consideration of potential existing and future opportunities.

In those instances where there is not a meaningful opportunity to engage particular candidate MWBE teaming partners in the pursuit of specific client/project pursuits, Ricondo communicates our partnering conclusions and the basis for our decisions. This debrief communication is initiated by Ricondo's proposed project manager and/or OIC.

This is an ongoing strategy that has yielded numerous partnerships over the years, and a strategy that Ricondo will continue.

STRATEGY CM-2, MWBE RELATIONSHIPS (Continued)**Tactic CM-2.1 (continued)**

Specific to Ricondo's On-Call Planning Services Contract for Denver International Airport, Ricondo's Project Manager and Officer-in-Charge will engage and inform its MWBE team members (Aguirre Project Resources, LLC; ArLand Land Use Economics; HCL Engineering & Surveying, LLC; Iron Horse Architects, Inc.; KRAMER aerotek inc.; Two Hundred, Inc.; Vic Thompson Company; Y2K Engineering, LLC) through the process identified in Tactic CM-1.2 to identify mentor and engagement opportunities among our team, which will enhance our relationships with our MWBE team members. Ricondo employed its traditional strategies (discussed in this tactic [CM-2.1] above) to identify and select (/debrief those not selected) to compose a team that includes MWBE team members and was responsive to the City and County of Denver's Request for Proposal for On-Call Planning Services. As stated in Tactic CM-1.2, Ricondo will seek new MWBE team members to respond to DEN services, if a need is identified, following our general relationship building strategies.

Tactic CM-2.2 (future) – Develop and maintain a M/W/DBE partnering database to track capabilities as a formal Ricondo resource for future teaming. To formalize Ricondo's collaborative approach to building on partnerships (see Tactic CM-2.1), Ricondo intends to augment its project experience database to enhance MWBE data tracked (along with other DBE-related assignments of our clients) to improve accessibility of information to all team members responsible for pursuing work and engaging with clients. Note this is an emerging initiative that Ricondo is implementing concurrent with CM-2.3.

Tactic CM-2.3 (future) – Develop Contact Form on website to collect contact and capabilities information for MWBEs and DBEs interested in partnering with Ricondo and maintain to continuously enhance Ricondo's partnering M/W/DBE database. Ricondo intends to implement this future initiative in Quarter 1, 2023, and a draft of the contact form allows for the collection of various certification types, including MBE and WBE.

Tactic CM-2.4 (future) – Integrate Ricondo PM reviews of MWBE contributions into MWBE partnering database to highlight successful partnerships.

STRATEGY CM-3, MWBE ENGAGEMENT IN PROJECT DELIVERY**IMPROVE ENGAGEMENT IN DELIVERY OF PROJECTS**

Tactic CM-3.1 – Internally promote the best practice of applying contract MWBE requirements at the task level (applicable to tasks led by Ricondo and non-MWBE subconsultants).

Specific to Ricondo's On-Call Planning Services Contract for Denver International Airport, Ricondo's designated Project Manager will review each task proposal before submittal to DEN for compliance. For draft proposals that do not achieve the minimum 12 percent MWBE participation commitment, the Project Manager will not initially approve the proposal for submittal to DEN. The Project Manager will engage the Officer-in-Charge, the DEN project/contract manager, and other Ricondo resources to employ the best practices discussed in Tactic CM-1.2 that guide exploration of opportunities to enhance MWBE participation. If meaningful opportunities for participation or skills development cannot be identified, the Ricondo Project Manager will evaluate Ricondo's MWBE participation achieved to date at a contract level (included completed and authorized tasks); if Ricondo would maintain its 12 percent commitment at a contract level, Ricondo may approve the task and submit to the DEN for consideration along with an explanation of opportunities considered and not pursued, as well as the firm's continued commitment to maintain its MWBE participation commitment at the contract level.

Ricondo's monthly invoicing under the *On-Call Planning Services Contract for Denver International Airport* will be supported by a concise project status report that documents the actual, authorized, and planned engagement of MWBE partners, providing a comprehensive overview of task and contract MWBE engagement on a continuous basis. In the event that a pending deficiency in overall MWBE engagement is identified, Ricondo's Project Manager will immediately communicate this to the DEN project/contract manager. Ricondo's Project Manager and Officer-in-Charge will develop and propose a corrective action for review with the DEN project/contract manager. Agreed upon corrective actions will be implemented to bring MWBE participation into alignment with Ricondo's commitment of 12 percent.

Tactic CM-3.2 (future) – Explore options to strengthen team commitment to meeting contract MWBE requirements at the task level for on-call contracts, through subconsultant agreement or as a requirement for task approval.

Tactic CM-3.3 (future) – Develop project resource (e.g., project SharePoint site) to share MWBE team member capabilities and client deliverables with non-MWBE team members to expand opportunities to engage MWBEs at the task delivery level.

STRATEGY CM-4, MWBE PARTNER SUPPORT**IMPLEMENT PRACTICES TO SUPPORT MWBE PARTNERS IN DELIVERY OF SERVICES**

Tactic CM-4.1 – Accommodate requests by small businesses, including MWBEs, to expedite payments for completed work prior to Ricondo's receipt of payment from client.

The Ricondo Project Manager and Controller implement procedures to review, approve, and submit invoices to the client, consistent with Ricondo's prime agreement. As defined in our standard subconsultant agreement, Ricondo can reject a subconsultant's invoice that does not comply with standards and form for submitting invoices defined in the subconsultant agreement, identify if a material disparity in the amount or percentage of services performed exists, or if the services were not performed in a timely manner and consistent with the Standards of Care. The subconsultant is provided the opportunity to correct and conform the invoice to satisfy the issue causing rejection and resubmit to Ricondo in a timely manner. As a matter of practice, the Ricondo Project Manager and Controller are available to support working towards a resolution with team members, including MWBE team members.

If technical deficiencies or other project-related disputes arise, Ricondo's Project Manager and Officer-in-Charge will communicate the issue and seek to convene a meeting with representatives of the MWBE firm to develop a plan of corrective action(s) to address the deficiencies. The dispute resolution will focus on supporting the MWBE partner in mitigating deficiencies or underlying challenges that give rise to any dispute.

Ricondo's standard subconsultant agreement, applicable to our MWBE team members, also specifies the dispute resolution process, which was developed in accordance with Illinois state law, as Ricondo is incorporated in Illinois. Ricondo's standard subconsultant agreement also recognizes that the subconsultant is subject to the dispute resolution provisions of the Prime Agreement, in this case, between Ricondo and the City and County of Denver.

Tactic CM-4.2 (future) – Develop and implement survey for D/M/WBEs on Ricondo teams to collect feedback on how Ricondo could improve participation and integration of services, including specifically MWBE services.

Tactic CM-4.3 (future) – Develop additional tactics based on trends identified in D/M/WBE survey, including those specific to MWBE services.

STRATEGY CM-5, UNDERREPRESENTED INDUSTRY GROUP PARTICIPATION**SUPPORT STAFF NETWORKING**

Tactic CM-5.1 – Support staff participation in the Airport Minority Advisory Council (AMAC) to connect with and mentor emerging minority firms on topics including procurement, contracting, and service delivery processes and to identify potential future partner opportunities.

Tactic CM-5.2 – Support staff participation in Women in Transportation (WTS) to build networks with women in the transportation sector to support mentoring and potential future partner opportunities.

Tactic CM-5.3 – Support participation with new industry organizations and/or new chapters of existing membership organizations to encourage staff network building with underrepresented groups.

STRATEGY CM-6, MWBE POLICY**ADOPT A POLICY TO INSTITUTIONALIZE RICONDO'S POSITION ON MWBE PROGRAMS**

Tactic CM-6.1 (future) – Compile and maintain a database of MWBE (and other underrepresented group business enterprises) performance by contract, for contracts that included a business participation goal; evaluate data and identify successes and missed opportunities to support Ricondo's MWBE involvement story.

Tactic CM-6.2 (future) – Based on evaluation of MWBE performance database (see CM-6.1), develop a policy statement that articulates Ricondo's formal position regarding MWBE engagement, recognizing it in the context of our DBE and MBE history.

3. TECHNICAL ASSISTANCE AND SUPPORT SERVICES

In support of the DEN On-Call Planning Services contract, Ricondo offers support listed below to its MWBE team members to help move the next generation of small businesses forward.

SUPPORT TYPE	STRATEGY (REFERENCE SECTION 2)	TACTICS (REFERENCE SECTION 2)
Quality Control	CM-1, MWBE Mentoring	CM-1.3, CM-1.4
Mentoring Programs	CM-1, MWBE Mentoring	CM-1.1, CM-1.2, CM-1.3, CM-1.4
	CM-4, MWBE Partner Support	CM-4.2
Workforce Development	CM-3, MWBE Engagement in Project Delivery	CM-3.1, CM-3.2, CM-3.3
Technical Assistance	CM-1, MWBE Mentoring	CM-1.2, CM-1.3, CM-1.4
Future Business Marketing Support	CM-2, MWBE Relationships	CM-2.1
Cash Flow Assistance	CM-4, MWBE Partner Support	CM-4.1

NOTES: See Section 2 for tactic descriptions.

Ricondo is a medium-sized business (fewer than 200 employees), entirely focused on airport facility, environmental, and financial planning services. Our opportunities to engage with the MWBE community are typically limited to airport planning services. We are an active member of the aviation community and participate in the Airport Minority Advisory Council (AMAC), which provides opportunities to connect with and mentor emerging minority firms on topics such as procurement, contracting, and service delivery. We seek MWBE team members with local expertise for specific projects through our aviation community network. As we mature our corporate practices from MBE program beneficiary to growing our network of MWBE partners, we continue to seek opportunities that help us expand our reach, such as supporting DEN's strategic initiative, if appropriate, to establish a Center of Equity and Excellence in Aviation at the Airport or engaging in networking events through organizations such as Denver's Division of Small Business Opportunity (DSBO).

4. PROCUREMENT PROCESS

In assembling a project team, Ricondo seeks MWBEs that contribute to the overall strength of our team's qualifications by providing specialized professional services and a strong understanding of local conditions. Ricondo is sensitive to ensuring full participation and conformity with established MWBE participation goals on all planning assignments. For contracts that do not have an established MWBE goal, we strive to engage certified firms to provide for growth opportunities. Ricondo's EDI Plan documents a number of our existing policies and procedures regarding teaming with MWBEs and other underrepresented business enterprises and supporting them through project delivery to address barriers, such as (1) providing mentoring and support services to small businesses; (2) improving Ricondo's understanding of MWBE capabilities at the industry and project/task levels; and (3) seeking options to address the opportunity costs associated with mentoring MWBEs given the size and resources of Ricondo.

PROCUREMENT BARRIER	STRATEGY (REFERENCE SECTION 2)
Mentor/Support Small Businesses	CM-1, MWBE Mentoring
	CM-3, MWBE Engagement in Project Delivery
Industry-Level Capability Awareness	CM-2, MWBE Relations
	CM-5, Underrepresented Industry Group Participation
	CM-6, MWBE Policy
Project/Task Capability Awareness	CM-3, MWBE Engagement in Project Delivery
Opportunity Cost of Mentoring	Seek options to mitigate cost, given size and resources of Ricondo

NOTES: See Section 2 for tactic descriptions.

5. COMMUNICATION AND VENDOR MANAGEMENT

In support of the DEN On-Call Planning Services contract, Ricondo will employ communication strategies with its MWBE partners to help align their work with the contract requirements.

COMMUNICATION STRATEGY	STRATEGY (REFERENCE SECTION 2)	TACTICS (REFERENCE SECTION 2)
Effective Communication	CM-1, MWBE Mentoring	CM-1.1, CM-1.2, CM-1.4
Effective Documentation	CM-1, MWBE Mentoring	CM-1.3, CM-1.4
Terms and Conditions	CM-3, MWBE Engagement in Project Delivery	CM-3.1, CM-3.2
	CM-4, MWBE Partner Support	CM-4.1
Performance Expectations	CM-1, MWBE Mentoring	CM-1.1, CM-1.2
	CM-4, MWBE Partner Support	CM-4.2
	CM-6, MWBE Policy	CM-6.1

NOTES: See Section 2 for tactic descriptions.

6. PAST PERFORMANCE

Ricondo champions EDI internally among its staff and externally through deliberate and engaging teaming partnerships with MWBEs. Section 2 presents our external initiatives focused on MWBEs, and Section 7 summarizes our internally focused initiatives as well as those we employ when engaging with our clients. Examples of accomplishments that highlight our successful efforts to promote EDI priorities are listed below.

STRATEGY	RICONDO EDI ACCOMPLISHMENTS
CM-1, MWBE Mentoring	We have colocated with MWBEs in support of several projects and clients, highlights include Graphics Support Services, a WBE in our Chicago office (since 1990) supporting the Chicago Department of Aviation and numerous other aviation clients; The Creative Eye, an MBE in our Atlanta office (since 2017) and a Joint Venture (JV) partner in support of the City of Atlanta Department of Aviation.
CM-2, MWBE Relationships	We have established working relationships with several MWBEs that we have introduced to new clients through project teaming, including routine partnerships with ten MWBEs we have introduced to over a dozen clients.
CL-4, Sensitive Public Outreach Teams	In support of the LaGuardia Access Improvement Project EIS, Ricondo engaged a third-party moderator for a meeting between the FAA and representatives of environmental justice groups in the project area to support discussions of issues important to the community. Additionally, Ricondo teams routinely provide Spanish translation services in support of community engagement activities.
TM-2, Representative Leadership	We maintain affirmative action programs and an equal opportunity policy, which includes nondiscriminatory employment policies.

STRATEGY	RICONDO EDI ACCOMPLISHMENTS
TM-3, Inclusive Benefits	Ricondo's employee benefits include healthcare coverage and benefits to domestic partners, paid time off and flexible work policies to accommodate employee equity and inclusivity, wellness rooms in offices, and provision of confidential access to professional counseling services.
TM-4, Individualized Performance Management	We have provided tuition reimbursement and flexible work hours to accommodate employee's pursuit of education (such as graduate degrees and business writing courses), certifications (including PE, CM, PMP, LEED AP, ENV SP, etc.), and technical training.
TM-5, EDI Awareness and Training	We assign and require anti-harassment in the workplace training and maintain an anti-harassment policy and complaint procedures.
TM-8, Community Volunteerism	We support the volunteer interests of our team members (ranging from supporting earthquake disaster relief to ongoing staff involvement in teen mentoring programs and at community organizations) through flexible work schedule policy and support participation in client-sponsored volunteer events such as runway runs, airplane pulls, and disaster training exercises.

NOTES: See Sections 2 and 7 for strategy descriptions.

7. PROPOSER'S CULTURE

Ricondo maintains a number of formal policies and procedures, best practices, and programs to align our business practices with our EDI priorities. Our employee, client, and community focused strategies include:

EMPLOYEE-FOCUSED STRATEGIES
Strategy TM-1, Employee Diversity includes tactics to foster diversity among our team.
Strategy TM-2, Representative Leadership includes policies/programs to increase leadership roles by underrepresented groups.
Strategy TM-3, Inclusive Benefits includes a series of healthcare-related benefits and flexible work policies defined to inclusively serve the diverse needs of our employees.
Strategy TM-4, Individualized Performance Management includes performance management systems and tuition reimbursement policy to support staff development with identified skill gaps to provide a level playing field for all.
Strategy TM-5, EDI Awareness and Training provides training to promote an inclusive workplace environment.
Strategy TM-6, Inclusive Workplace includes policies and programs to promote a bias-free and engaging workplace environment.
Strategy TM-7, EDI Management is a future initiative to formalize the role of EDI in Ricondo management processes.
Strategy TM-8, Community Volunteerism encompasses our policies and programs that support the volunteer interests of our employees in the various communities to which they belong.
CLIENT-FOCUSED STRATEGIES
Strategy CL-1, Language Skills tracks language capabilities to support responsiveness to client, project, and marketing needs.
Strategy CL-2, Ethics and Compliance Hotline recognizes our anonymous system for clients (and employees) to identify and address situations in which Ricondo core values (legal, moral, and ethical) may have been comprised.
Strategy CL-3, Project Staffing includes emerging development and implementation of a policy to formalize our practice of embedding EDI considerations into the project proposal and team development processes.
Strategy CL-4, Sensitive Public Outreach Teams promotes best practices for composing public outreach teams working on behalf of our airport clients that are sensitive to the needs of the community to be engaged.
COMMUNITY-FOCUSED STRATEGIES
Strategies CM-1 to CM-4, MWBE Mentoring, Relationships, Engagement, Partner Support, and CM-6, MWBE Policy include a series of strategies with tactics to demonstrate our active promotion of EDI priorities through MWBE partnerships (see Section 2.2).
Strategy CM-5, Underrepresented Industry Group Participation is our commitment to support and promote staff participation in various industry groups that advance EDI priorities in aviation.

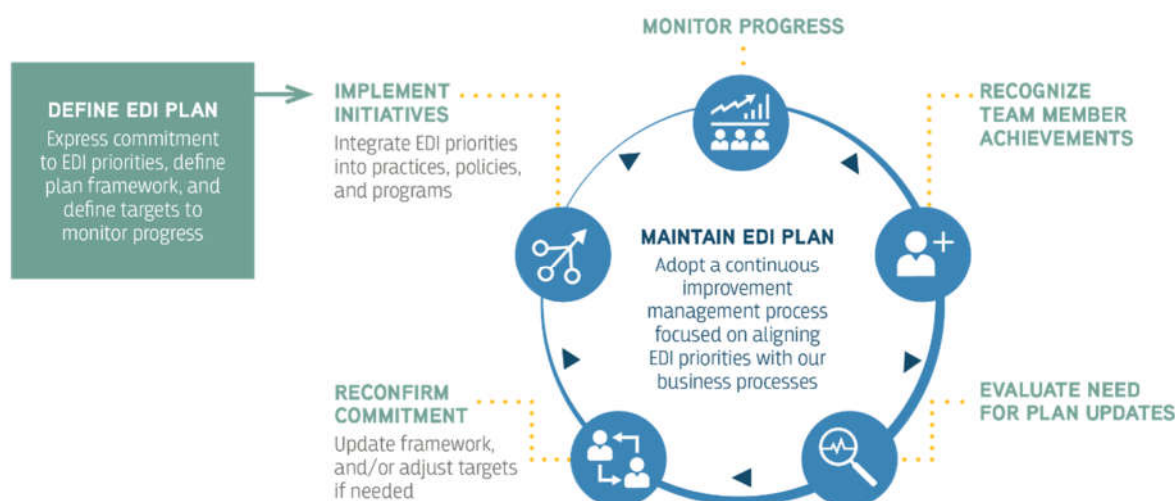
8. FUTURE INITIATIVES

Ricondo has identified future initiatives to advance our internal and external EDI practices. Our near-term roadmap (e.g., 1 to 2 years) comprises a series of tactics to advance EDI strategies in alignment with initiatives currently in place. Nine tactics are identified for future implementation in Section 2, highlighting our near-term commitments to advancing EDI priorities with MWBEs. We also have future tactics to advance EDI in our workplace. Our 2- to 5-year roadmap will be defined through ongoing collaboration with:

- **Our employees** – Strategy TM-6 includes a future tactic to build on a 2022 employee engagement initiative with an emphasis on EDI priorities and alignment with annual employee engagement surveys. This engagement will provide insights to support enhancements to our internal business procedures.
- **Our M/W/DBE Partners** – Strategy CM-4 guides future development and implementation of a survey of M/W/DBE partners to collect input on how Ricondo can improve integration of MWBE services into and participation on Ricondo teams. Feedback will offer insights into opportunities to improve our support of MWBEs.

While the strategies and tactics identified above will guide refinement of our EDI practices, Ricondo has defined a path forward to implement, maintain, and advance initiatives in our EDI plan. Our path is structured on a continuous improvement management approach (see **Exhibit 1**).

EXHIBIT 1 RICONDO'S EDI PATH FORWARD



SOURCE: Ricondo & Associates, Inc., 2022.



visit us at www.ricondo.com

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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 in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

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

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

1. Cost Effectiveness

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Company Experience & Qualifications

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

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

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

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

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

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

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

Proposer: _____ Date: _____

Bill Poole – Senior Vice President
Planning and Design
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated August 12, 2022, for RFP No. 202263728, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

_____**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
☐ Partnership
☐ Corporation

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

- ☐ Subsidiary
☐ Parent Company

State of Incorporation: _____

Is this a joint venture?

- ☐ YES
☐ NO

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

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

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

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

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

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

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

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 1, Part 4 MWBE Forms

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

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

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



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

City & County of Denver Contract No.: _____

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

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

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

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

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

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



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

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

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

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

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

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

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

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

VII. ATTACHMENT 2, FORM W-9

FORM W-9

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

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

Form

W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

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

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting

code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

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

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

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

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: [insert specific DEN email address for the given contract]

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

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

J. Part 230 and the DEN Airport Rules and Regulations

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

IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

X. ATTACHMENT 5, SAMPLE AGREEMENT

SAMPLE CONTRACT

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

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

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

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

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

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

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

W I T N E S S E T H:

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

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

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

WHEREAS, Consultant’s proposal was selected for award of the DEN On-Call Airport Planning Services (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

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

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

C. Standard of Performance.

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

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

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

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

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

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

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

D. Construction Administration. If Consultant’s Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a)

the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

A. **Term.** The Term of this Agreement shall commence on the Effective Date and shall expire **three (3) years** from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for **up to two (2) one-year options to extend**, on the same terms and conditions, by written notice from

the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

C. Suspension and Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Four Million Five Hundred Thousand Dollars and Zero Cents (\$4,500,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

Amount above.

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

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

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

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

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

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

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

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

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

reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

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

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

a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants

are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Consultant to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

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

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

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

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

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

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

D. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative

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

10. GENERAL TERMS AND CONDITIONS:

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

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

C. Compliance with all Laws and Regulations.

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

ii. Pursuant to Section 8, Consultant shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this

Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

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

by Consultant to:

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

And by the City to:

Vendor Name
Street Address
City, State, Zip Code
Attn: Vendor's Contact Name

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

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

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

N. Coordination and Liaison. Consultant agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Director or

their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

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

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

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

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

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

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

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

iii. Consultant agrees to ensure that its activities under this Agreement are

conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

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

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

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

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

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

D. Colorado Open Records Act.

i. Consultant acknowledges that the City is subject to the provisions of the

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

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

E. Examination of Records and Audits.

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

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

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

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

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

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

H. Conflict of Interest.

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

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

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

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

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

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

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

ii. The Consultant certifies that:

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

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

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

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after

such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

12. SENSITIVE SECURITY INFORMATION:

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

13. DEN SECURITY:

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

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

billing.

14. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Task Proposals and Execution Process

Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control

Exhibit F: Utilization Plan

Exhibit G: Request for Proposals and Consultant's Response to Request for Proposals

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

Appendix

Section 1 through 16 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit F

Exhibit D

Exhibit E

Exhibit G

16. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [***Contractor / Consultant***] has full responsibility to monitor compliance to the referenced statute or regulation. The [***Contractor / Consultant***] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



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1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

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

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



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- 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.



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- 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



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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:



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- 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
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</p> <p>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</p> <p>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</p> <p>Would DEN consider extending the page count to 40 pages to better allow to fully cover the variety of the scope and qualifications?</p> <p>Answer: Unfortunately, we cannot extend the page count, i.e. it will have to be maximum 25 pages, but these 25 pages does not include the cover letter, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, table of contents, or DEN-required forms.</p>	08/25/2022

Proposal to Provide

On-Call Airport Planning Services

at Denver International Airport

Submitted to the **City and County of Denver, Department of Aviation**
September 14, 2022 | RFP #202263728



IN ASSOCIATION WITH

Aguirre Project Resources, LLC
All Traffic Data Services, Inc.
ArLand Land Use Economics
Corgan Associates, Inc.
HCL Engineering & Surveying, LLC

Illustrate My Design, LLC
Iron Horse Architects, Inc.
Kimley-Horn and Associates, Inc.
KRAMER aerotek, inc
Lea+Elliott, Inc.

Martin/Martin, Inc.
Swanson Rink, Inc.
Two Hundred, Inc.
Vic Thompson Company
Y2K Engineering, LLC



September 14, 2022

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

RE: Proposal to Provide On-Call Airport Planning Services for the Department of Aviation for the City and County of Denver at Denver International Airport – No. 202263728

Dear Ms. Berry:

Ricondo & Associates, Inc. (Ricondo) is pleased to submit our Proposal to provide On-Call Airport Planning Services for the Department of Aviation for the City and County of Denver (Department). Because of Ricondo's overall firm and staff experience, skills, and understanding of the requested services, as described in our Proposal, Ricondo and our specialty subconsultant firms (together, the Ricondo Team) are well qualified to assist the Department with the on-call airport planning services for Denver International Airport (DEN or the Airport).

We believe that our knowledge, familiarity, and in-depth understanding of the Airport, as well as the Department's needs, objectives, challenges, and priorities for the future, are unmatched among aviation consultants and are uniquely complemented by our experience at other airports throughout the world.

We have assembled a team of professionals with the commitment and expertise to provide the highest levels of quality and responsiveness necessary to deliver professional services that meet the Department's objectives. The Ricondo Team includes the following firms:

- | | |
|--|------------------------------|
| ■ Aguirre Project Resources, LLC (APR) | ■ KRAMER aerotek, inc. (K-A) |
| ■ All Traffic Data Services, Inc. (ATDS) | ■ Lea+Elliott, Inc. (L+E) |
| ■ ArLand Land Use Economics (ArL) | ■ Martin/Martin, Inc. (M/M) |
| ■ Corgan Associates, Inc. (Corgan) | ■ Swanson Rink, Inc. (S-R) |
| ■ HCL Engineering & Surveying, LLC (HCL) | ■ Two Hundred, Inc. (Two) |
| ■ Illustrate My Design, LLC (IMD) | ■ Vic Thompson Company (VTC) |
| ■ Iron Horse Architects, Inc. (IHA) | ■ Y2K Engineering, LLC (Y2K) |
| ■ Kimley-Horn and Associates, Inc. (K-H) | |

Ricondo is headquartered in Chicago, has had an office in Denver since 2006, and has offices in 10 other cities in the United States and 2 in international cities. Ricondo is an internationally recognized aviation consulting firm that provides a full range of airport facilities planning, financial planning, environmental planning, and on-call general advisory services, having provided these services to airport sponsors for over 30 years.

Our designated Project Management Team (PMT)—Officer-in-Charge (OIC) Colleen E. Quinn, PE, and Project Manager (PM) Daniel G. Rowe—have longstanding reputations for commitment, responsiveness, and excellence, and each has demonstrated their ability to deliver successful projects.



Ms. Shelley Berry
September 14, 2022
Page 2

Ricondo's approach ensures that we would support the Department in the most responsive and technically thorough manner, that our Denver-based PM, as well as key personnel, would be accessible to the Department for the duration of the contract, and that all documentation and project deliverables would be of the highest quality.

As you assess our team's ability to provide the requested services, please consider these key points:

- Ricondo has a singular focus on the aviation industry, bringing national and global experience and perspectives to every project.
- We foster a collaborative working relationship with our clients and, critically, within our teams.
- Ricondo is known for commitment and responsiveness.
- Our designated key personnel bring extensive aviation planning expertise.
- Ricondo has an in-depth understanding of the Airport, having completed the 2011 Master Plan Update and 2013 Sustainability Master Plan, and we have provided on-call planning services (2000–ongoing), on-call professional advisory services (2019–ongoing), and on-call environmental planning services (2005–2013).
- Most of our team has current or prior experience with the Department and/or relevant and similar experience with the City and County of Denver.
- We are committed to advancing opportunities for historically underutilized firms, and we are committed to exceeding the goal of allocating a minimum of 8 percent of the contracted services to minority- and women-owned business enterprises (MWBES).
- We value Ricondo's longstanding relationship with the Department.

Ricondo currently holds two active contracts with the Department of Aviation, providing on-call professional advisory and on-call planning services. These contracts do not represent conflicts of interest relative to the submittal of this proposal.

The Ricondo Team commits the availability of our PMT and other individuals identified in Section 3 of this Proposal. We acknowledge receipt of Addendum 1 to the Request for Proposals (RFP). If you have any questions concerning our submittal, please contact me at 312-212-8828, or via email at cequinn@ricondo.com. We would welcome the opportunity to discuss our qualifications with you in an interview and ultimately to assist the Department with the requested services.

Sincerely,

RICONDO & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Colleen E. Quinn", written over the printed name.

Colleen E. Quinn, PE
Senior Vice President

cc: 12-98-1008-20-1000

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APPENDICES

Appendix A: Ricondo Team Resumes

Appendix B: Proposal Forms

1. COST EFFECTIVENESS

During its over 30-year history, Ricondo has developed extensive experience delivering technical, environmental, and financial on-call planning services to airport operators in the United States. Our success with on-call contracts stems from our overall philosophy of delivering value-added services in the most efficient and cost-effective manner possible. We are committed to delivering responsive and cost-effective services that meet our clients' needs.

1.1 COST EFFECTIVENESS PHILOSOPHY

Efficient performance of assignments underpins our cost effectiveness philosophy:

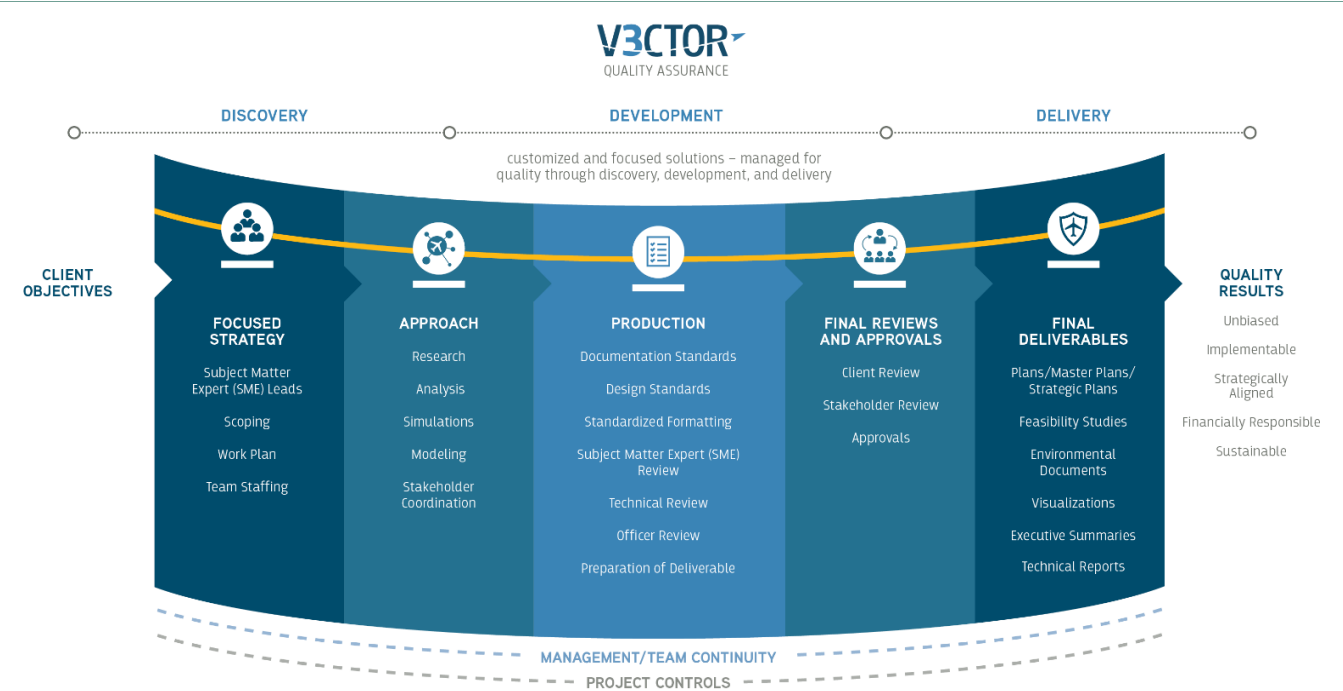
- Established and documented scope of the assignment, intended to ensure our client and our team have a clear understanding of what is required, including level of detail and the intended use of work products/conclusions.
- Clear and specific alignment of our team's resources (personnel and professional tools) with the scoped assignment, designed to ensure requisite technical expertise and analytic tools are applied and effectively managed in the assignment delivery.
- Robust understanding of relevant work previously completed (from within or outside the planning team), managed to minimize the potential for unnecessary duplication of work.
- Effective communication within our team and with our client, focused on addressing assignment-related questions and issues as they arise to preclude/minimize impacts to assignments and potentially to projects performed by others.
- Information sharing within our team, aimed at ensuring all participants have current and accurate information when they need it to avoid schedule consequences or other inefficiencies.
- Quality assurance prioritization, conducted continuously to ensure technical analyses and conclusions are regularly reviewed during an assignment, rather than only at the assignment's conclusion, mitigating the potential of an error propagating through an assignment and ultimately necessitating additional effort.
- Schedule adherence, directed toward the efficient completion of project assignments—delays can impact not only the project at hand but also other projects that rely on these outputs.

1.2 QUALITY CONTROL PHILOSOPHY

Ricondo's focus on consistently and reliably delivering the highest quality work products is both key to the delivery of cost-effective project assignments and foundational to client and stakeholder (tenants, agencies, other divisions of the Department, etc.) confidence in the project outcomes. Ricondo personnel use established processes for quality assurance / quality control (QA/QC) in all project/task efforts, reflecting the priority we place on providing value in the delivery of professional planning services.

QA/QC is applied to not only final deliverables but also intermediate deliverables, analytic approaches, assumptions supporting task efforts, and other project/task milestones. While quality assurance confirms the necessary processes and standards are in place to achieve quality results, quality control ensures those processes are applied consistently in every assignment (e.g., checking work for the reasonableness and accuracy of findings and reviewing the accuracy and effectiveness of presentations and documentation). Ricondo's established internal process, V3CTOR, is depicted on **Exhibit 1-1**.

EXHIBIT 1-1 RICONDO’S V3CTOR QUALITY ASSURANCE PROCESS



- **Team Performance:** Ricondo relies on team members to exercise internal quality control procedures and to explicitly state these procedures have been followed at the time of delivery of intermediate or final work products. This is particularly critical with specialized expertise (e.g., baggage handling system [BHS] simulation), as this expertise may involve unique tools and analytic methodologies. All team member deliverables are reviewed by Ricondo prior to use or delivery to the Department.
- **Previous Work:** Prior analyses and documentation are often used as background or supporting information for an assignment. Ricondo makes every effort to maximize the use of existing information, carefully reviewing those materials to ensure they are current and useful for the present task. Our review would leverage the expertise of key team members, as appropriate, to ensure the appropriate subject matter expertise is engaged. Where previously prepared project work is utilized, efforts would be made to access digital/electronic versions of relevant material (drawings, spreadsheets, simulation models, flight schedules, etc.) to minimize the need to recreate or reformulate tools for subsequent use.

1.3 SCOPE AND TEAM DEVELOPMENT AND MANAGEMENT

The development of the appropriate scopes, team assignments, and team management is essential to cost-effective on-call aviation planning services. The scope of every assignment must reflect the level of effort necessary to meet client expectations, without unnecessary analyses and documentation. Ricondo’s overall philosophy on scope development, team assignments, and team management includes the following:

- **Effective Scope Development.** An appropriate scope identifies the resources needed to meet the specific needs in the most efficient manner. The following steps are critical to developing the appropriate scope:
 - **Understanding the assignment purpose, context, and complexity:** These aspects drive the analytic approach, the necessary team expertise, and the level of effort.

- **Reviewing prior analyses and documentation (where available):** Prior work efforts, when relevant and applicable, often serve as a foundation for an assignment, potentially streamlining assignments.
- **Defining clear and concise scope:** Well-defined scopes guide engagement of team expertise, efficient planning, and assignment completion within budget, on schedule, and with exceptional quality.
- **Effective Team Development.** Using the scope, Ricondo assembles the appropriate team for the assignment, prioritizing the engagement of the necessary technical skills and expertise, balancing it with overall team member workload, as well as identifying opportunities for efficiently engaging MWBE team members in “stretch” assignments that expand their aviation-related experience and understanding.

To effectively manage subconsultants, Ricondo relies on a structured and binding work authorization process. Specifically, we use Task Authorizations (TAs) that include a clear and concise scope of work, budget, and completion schedule for each subconsultant. Ricondo issues TAs for every assignment, which can be amended to reflect any Department-approved changes in scope, schedule, or budget. Under this TA process, we can ensure the services and deliverables provided by every team member meet Ricondo and Department expectations. This system also minimizes the risk of team members exceeding task budgets without prior coordination, review, and approval.

1.4 RICONDO TEAM COMPETITIVE EDGE

The Ricondo Team offers the Department an integrated team of consultants that bring extensive experience, critical expertise, a deep understanding of the Airport and the aviation industry, and a commitment to quality, efficiency, and effectiveness in the delivery of on-call planning services. Specific competitive advantages offered by the Ricondo Team that enhance cost efficiencies include the following:

- **Engagement** of a local PM and supporting staff, including subconsultant members, to maximize responsiveness, even on short notice, and leverage local knowledge and regional understanding. Of the 15 subconsultants on our team, 11 have offices in the Denver area with staff that would support this contract.
- **Commitment** to the continuity of key staff under the contract, ensuring the Department benefits from the experience and knowledge provided by team resources.
- **Established working relationships** within our team; Ricondo has worked with 12 of our 15 subconsultant team members, and many of these team members have worked together previously.
- **Working knowledge** of the Airport, as well as Ricondo’s familiarity with ongoing Department initiatives, to reduce the time required to mobilize for and complete an assignment.
- **Broad technical expertise**, extensive and relevant experience, and robust analytic tools, including existing Denver-specific simulation models, which collectively form the foundation for high-quality work products and enhance the responsiveness of the Ricondo Team.
- **Specialized analytic tools**, ensuring that we choose the right approach/tool for each assignment to provide state-of-the art advice in a cost-effective manner.
- **Dedication** of focused, purpose-driven teams for each assignment to provide comprehensive expertise necessary to deliver successful on-call planning tasks.

2. MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN

Ricondo started as a small, minority-owned firm in 1989. Subsequently, the firm met the Disadvantaged Business Enterprise (DBE) criteria set by the US Department of Transportation (USDOT) and was certified as

a Minority Business Enterprise (MBE) with multiple states, municipalities, independent authorities, and other certifying agencies around the country. Following our success, the firm graduated from USDOT DBE status but retained numerous MBE certifications until December 2018, when we became an employee stock ownership program (ESOP) S Corporation. Because of our history, we understand the importance of federal, state, and local programs to provide meaningful opportunities for disadvantaged businesses such as MWBEs.

As shown in our Proposal, Ricondo has engaged with, and plans to continue advancing our engagement with historically underutilized businesses and promoting equity, diversity, and inclusion (EDI) through employment and retention, procurement/supply chain activities, and the services we provide to our clients. Ricondo's EDI Plan formally expresses our commitment to diversity, equity, and inclusion across our business practices.

2.1 IDENTIFY KEY PERSONNEL

Our Team's contacts and duties as related to execution of Ricondo's MWBE EDI Plan are shown below.

MEMBER	NAME	TITLE	EMAIL	TELEPHONE	DUTIES
B2GNow User	Garrett Bond	Controller	gbond@ricondo.com	312-212-8825	Monthly updates based on invoicing
Project Manager	Daniel G. Rowe	Mng. Consultant	drowe@ricondo.com	720-259-5593	Engagement and monitoring of MWBEs
Controller	Garrett Bond	Controller	gbond@ricondo.com	312-212-8825	Contract establishment; project accounting

NOTE: Superintendent and/or Outreach/Community Engagement Coordinator positions are not relevant to Ricondo's EDI plan.

2.2 MWBE UTILIZATION STRATEGIES

Ricondo has six EDI strategies and supporting tactics focused on increasing participation of new and existing MWBE businesses in contracting opportunities, presented below.

STRATEGY CM-1, DBE MENTORING: PROVIDE DBE VISIBILITY INTO RICONDO'S SERVICE DELIVERY PROCESSES
Tactic CM-1.1 – Colocate with DBEs in support of client projects; this improves small business' visibility into technical expertise, project management, project controls, and client conversations as well as access to office equipment to reduce capital costs associated with project delivery.
Tactic CM-1.2 – Internally promote best practice to scope project tasks to integrate DBE firm into full project delivery process (rather than discrete tasks) to enhance visibility into life cycle of project delivery.
Tactic CM-1.3 – For DBE partners without robust quality assurance program, internally promote as a best practice the mentoring of and access to Ricondo services, such as scope development and technical editing.
Tactic CM-1.4 – Internally promote the best practice of providing DBEs on project teams access to and training on project delivery resources, such as report templates and writing guides.
STRATEGY CM-2, DBE RELATIONSHIPS: FOSTER RELATIONSHIPS WITH DBEs AND INTRODUCE SERVICES TO NEW CLIENTS
Tactic CM-2.1 – Develop relationships with DBEs and share recommendations during marketing strategy discussions.
Tactic CM-2.2 (future) – Develop and maintain a DBE partnering database to track capabilities as a formal Ricondo resource for future teaming.
Tactic CM-2.3 (future) – Develop DBE Contact Form on website to collect contact and capabilities information for DBEs interested in partnering with Ricondo and maintain to continuously enhance Ricondo's partnering DBE database.
Tactic CM-2.4 (future) – Integrate Ricondo PM reviews of DBE contributions into DBE partnering database to highlight successful partnerships.
STRATEGY CM-3, DBE ENGAGEMENT IN PROJECT DELIVERY: IMPROVE ENGAGEMENT IN DELIVERY OF PROJECTS
Tactic CM-3.1 – Internally promote the best practice of applying contract DBE requirements at the task level (applicable to tasks led by Ricondo and non-DBE subconsultants).
Tactic CM-3.2 (future) – Explore options to strengthen team commitment to meeting contract DBE requirements at the task level for on-call contracts, through subconsultant agreement or as a requirement for task approval.

Tactic CM-3.3 (future) – Develop project resource (e.g., project SharePoint site) to share DBE team member capabilities and client deliverables with non-DBE team members to expand opportunities to engage DBEs at the task delivery level.
STRATEGY CM-4, DBE PARTNER SUPPORT: IMPLEMENT PRACTICES TO SUPPORT DBE PARTNERS IN DELIVERY OF SERVICES
Tactic CM-4.1 – Accommodate requests by small businesses to expedite payments for completed work prior to Ricondo's receipt of payment from client.
Tactic CM-4.2 (future) – Develop and implement survey for DBEs on Ricondo teams to collect feedback on how Ricondo could improve participation and integration of DBE services.
Tactic CM-4.3 (future) – Develop additional tactics based on trends identified in DBE survey.
STRATEGY CM-5, UNDERREPRESENTED INDUSTRY GROUP PARTICIPATION: SUPPORT STAFF NETWORKING
Tactic CM-5.1 – Support staff participation in the Airport Minority Advisory Council (AMAC) to connect with and mentor emerging minority firms on topics including procurement, contracting, and service delivery processes and to identify potential future partner opportunities.
Tactic CM-5.2 – Support staff participation in Women in Transportation (WTS) to build networks with women in the transportation sector to support mentoring and potential future partner opportunities.
Tactic CM-5.3 – Support participation with new industry organizations and/or new chapters of existing membership organizations to encourage staff network building with underrepresented groups.
STRATEGY CM-6, DBE POLICY: ADOPT A POLICY TO INSTITUTIONALIZE RICONDO'S POSITION ON DBE PROGRAMS
Tactic CM-6.1 (future) – Compile and maintain a database of DBE performance by contract, for contracts that included a DBE goal; evaluate data and identify successes and missed opportunities to support Ricondo's DBE involvement story.
Tactic CM-6.2 (future) – Based on evaluation of DBE performance database (see CM-6.1) by developing a policy statement that articulates Ricondo's formal position regarding DBE engagement, recognizing it in the context of our DBE and MBE history.

NOTE: DBE usage is generic and includes MWBE businesses.

2.3 TECHNICAL ASSISTANCE AND SUPPORT SERVICES

In support of the DEN On-Call Planning Services contract, Ricondo offers support listed below to its MWBE team members to help move the next generation of small businesses forward.

SUPPORT TYPE	STRATEGY (REFERENCE SECTION 2.2)	TACTICS (REFERENCE SECTION 2.2)
Quality Control	CM-1, DBE Mentoring	CM-1.3, CM-1.4
Mentoring Programs	CM-1, DBE Mentoring CM-4, DBE Partner Support	CM-1.1, CM-1.2, CM-1.3, CM-1.4 CM-4.2
Workforce Development	CM-3, DBE Engagement in Project Delivery	CM-3.1, CM-3.2, CM-3.3
Technical Assistance	CM-1, DBE Mentoring	CM-1.2, CM-1.3, CM-1.4
Future Business Marketing Support	CM-2, DBE Relationships	CM-2.1
Cash Flow Assistance	CM-4, DBE Partner Support	CM-4.1

NOTES: See Section 2.2 for tactic descriptions; DBE usage is generic and includes MWBE businesses.

Ricondo is a medium-sized business (fewer than 200 employees), entirely focused on airport facility, environmental, and financial planning services. Our opportunities to engage with the MWBE community are typically limited to airport planning services. We are an active member of the aviation community and participate in the Airport Minority Advisory Council (AMAC), which provides opportunities to connect with and mentor emerging minority firms on topics such as procurement, contracting, and service delivery. We seek MWBE team members with local expertise for specific projects through our aviation community network. As we mature our corporate practices from MBE program beneficiary to growing our network of MWBE partners, we continue to seek opportunities that help us expand our reach, such as supporting DEN's strategic initiative,

if appropriate, to establish a Center of Equity and Excellence in Aviation at the Airport or engaging in networking events through organizations such as Denver's Division of Small Business Opportunity (DSBO).

2.4 PROCUREMENT PROCESS

In assembling a project team, Ricondo seeks MWBEs that contribute to the overall strength of our team's qualifications by providing specialized professional services and a strong understanding of local conditions. Ricondo is sensitive to ensuring full participation and conformity with established MWBE participation goals on all planning assignments. For contracts that do not have an established MWBE goal, we strive to engage certified firms to provide for growth opportunities. Our EDI Plan documents a number of our existing policies and procedures regarding teaming with MWBEs and supporting them through project delivery to address barriers, such as (1) providing mentoring and support services to small businesses; (2) improving Ricondo's understanding of MWBE capabilities at the industry and project/task levels; and (3) seeking options to address the opportunity costs associated with mentoring MWBEs given the size and resources of Ricondo.

PROCUREMENT BARRIER	STRATEGY (REFERENCE SECTION 2.2)
Mentor/Support Small Businesses	CM-1, DBE Mentoring; CM-3, DBE Engagement in Project Delivery
Industry-Level Capability Awareness	CM-2, DBE Relations; CM-6, DBE Policy; CM-5, Underrepresented Industry Group Participation
Project/Task Capability Awareness	CM-3, DBE Engagement in Project Delivery
Opportunity Cost of Mentoring	Seek options to mitigate cost, given size and resources of Ricondo

NOTES: See Section 2.2 for tactic descriptions; DBE usage is generic and includes MWBEs.

2.5 COMMUNICATION AND VENDOR MANAGEMENT

In support of the DEN On-Call Planning Services contract, Ricondo would employ communication strategies with its MWBE partners to help align their work with the contract requirements.

COMMUNICATION STRATEGY	STRATEGY (REFERENCE SECTION 2.2)	TACTICS (REFERENCE SECTION 2.2)
Effective Communication	CM-1, DBE Mentoring	CM-1.1, CM-1.2, CM-1.4
Effective Documentation	CM-1, DBE Mentoring	CM-1.3, CM-1.4
Terms and Conditions	CM-3, DBE Engagement in Project Delivery CM-4, DBE Partner Support	CM-3.1, CM-3.2 CM-4.1
Performance Expectations	CM-1, DBE Mentoring CM-4, DBE Partner Support CM-6, DBE Policy	CM-1.1, CM-1.2 CM-4.2 CM-6.1

NOTES: See Section 2.2 for tactic descriptions; DBE usage is generic and includes MWBE businesses.

2.6 PAST PERFORMANCE

Ricondo champions EDI internally among its staff and externally through deliberate and engaging teaming partnerships with MWBEs. Section 2.2 presents our external initiatives focused on MWBEs, and Section 2.7 summarizes our internally focused initiatives as well as those we employ when engaging with our clients. Examples of accomplishments that highlight our successful efforts to promote EDI priorities are listed below.

STRATEGY	RICONDO EDI ACCOMPLISHMENTS
CM-1, DBE Mentoring	We have colocated with MWBEs in support of several projects and clients, highlights include Graphics Support Services, a WBE in our Chicago office (since 1990) supporting the Chicago Department of Aviation and numerous other aviation clients; The Creative Eye, an MBE in our Atlanta office (since 2017) and a Joint Venture (JV) partner in support of the City of Atlanta Department of Aviation.

STRATEGY	RICONDO EDI ACCOMPLISHMENTS
CM-2, DBE Relationships	We have established working relationships with several MWBEs that we have introduced to new clients through project teaming, including routine partnerships with ten MWBEs we have introduced to over a dozen clients.
CL-4, Sensitive Public Outreach Teams	In support of the LaGuardia Access Improvement Project EIS, Ricondo engaged a third-party moderator for a meeting between the FAA and representatives of environmental justice groups in the project area to support discussions of issues important to the community. Additionally, Ricondo teams routinely provide Spanish translation services in support of community engagement activities.
TM-2, Representative Leadership	We maintain affirmative action programs and an equal opportunity policy, which includes nondiscriminatory employment policies.
TM-3, Inclusive Benefits	Ricondo's employee benefits include healthcare coverage and benefits to domestic partners, paid time off and flexible work policies to accommodate employee equity and inclusivity, wellness rooms in offices, and provision of confidential access to professional counseling services.
TM-4, Individualized Performance Management	We have provided tuition reimbursement and flexible work hours to accommodate employee's pursuit of education (such as graduate degrees and business writing courses), certifications (including PE, CM, PMP, LEED AP, ENV SP, etc.), and technical training.
TM-5, EDI Awareness and Training	We assign and require anti-harassment in the workplace training and maintain an anti-harassment policy and complaint procedures.
TM-8, Community Volunteerism	We support the volunteer interests of our team members (ranging from supporting earthquake disaster relief to ongoing staff involvement in teen mentoring programs and at community organizations) through flexible work schedule policy and support participation in client-sponsored volunteer events such as runway runs, airplane pulls, and disaster training exercises.

NOTES: See Sections 2.2 and 2.7 for strategy descriptions; DBE usage is generic and includes MWBE businesses.

2.7 PROPOSER'S CULTURE

Ricondo maintains a number of formal policies and procedures, best practices, and programs to align our business practices with our EDI priorities. Our employee, client, and community focused strategies include:

EMPLOYEE-FOCUSED STRATEGIES
Strategy TM-1, Employee Diversity includes tactics to foster diversity among our team.
Strategy TM-2, Representative Leadership includes policies/programs to increase leadership roles by underrepresented groups.
Strategy TM-3, Inclusive Benefits includes a series of healthcare-related benefits and flexible work policies defined to inclusively serve the diverse needs of our employees.
Strategy TM-4, Individualized Performance Management includes performance management systems and tuition reimbursement policy to support staff development with identified skill gaps to provide a level playing field for all.
Strategy TM-5, EDI Awareness and Training provides training to promote an inclusive workplace environment.
Strategy TM-6, Inclusive Workplace includes policies and programs to promote a bias-free and engaging workplace environment.
Strategy TM-7, EDI Management is a future initiative to formalize the role of EDI in Ricondo management processes.
Strategy TM-8, Community Volunteerism encompasses our policies and programs that support the volunteer interests of our employees in the various communities to which they belong.
CLIENT-FOCUSED STRATEGIES
Strategy CL-1, Language Skills tracks language capabilities to support responsiveness to client, project, and marketing needs.
Strategy CL-2, Ethics and Compliance Hotline recognizes our anonymous system for clients (and employees) to identify and address situations in which Ricondo core values (legal, moral, and ethical) may have been compromised.
Strategy CL-3, Project Staffing includes future development and implementation of a policy to embed EDI considerations into the project proposal and team development processes.
Strategy CL-4, Sensitive Public Outreach Teams promotes best practices for composing public outreach teams working on behalf of our airport clients that are sensitive to the needs of the community to be engaged.

COMMUNITY-FOCUSED STRATEGIES
Strategies CM-1 to CM-4, DBE Mentoring, Relationships, Engagement, Partner Support, and CM-6, DBE Policy include a series of strategies with tactics to demonstrate our active promotion of EDI priorities through MWBE partnerships (see Section 2.2).
Strategy CM-5, Underrepresented Industry Group Participation is our commitment to support and promote staff participation in various industry groups that advance EDI priorities in aviation.

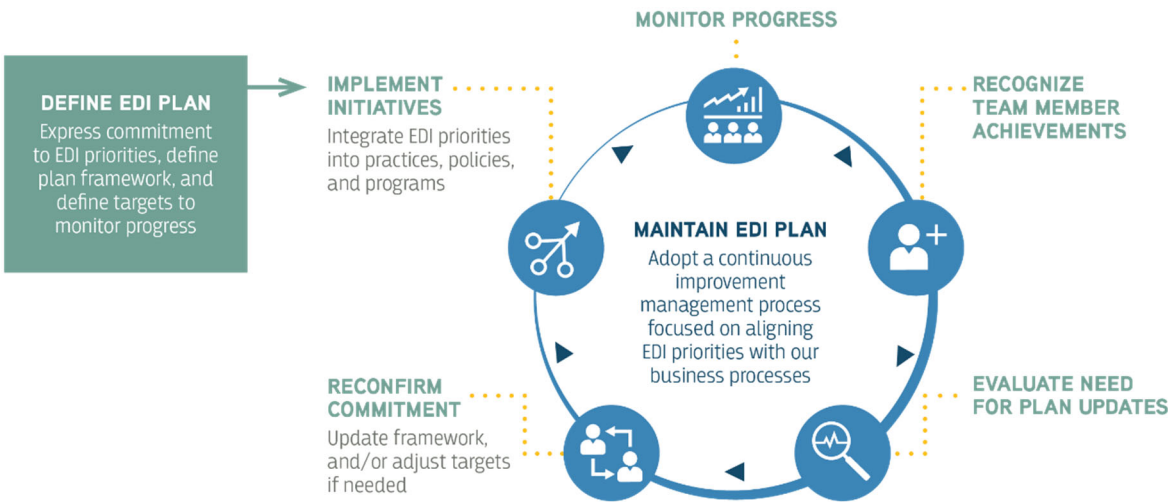
2.8 FUTURE INITIATIVES

Ricondo has identified future initiatives to advance our internal and external EDI practices. Our near-term roadmap (e.g., 1 to 2 years) comprises a series of tactics to advance EDI strategies in alignment with initiatives currently in place. Nine tactics are identified for future implementation in Section 2.2, highlighting our near-term commitments to advancing EDI priorities with MWBEs. We also have future tactics to advance EDI in our workplace. Our 2- to 5-year roadmap will be defined through ongoing collaboration with:

- **Our employees** – Strategy TM-6 includes a future tactic to build on a 2022 employee engagement initiative with an emphasis on EDI priorities and alignment with annual employee engagement surveys. This engagement will provide insights to support enhancements to our internal business procedures.
- **Our DBE Partners** – Strategy CM-4 guides future development and implementation of a survey of DBE partners to collect input on how Ricondo can improve integration of MWBE services into and participation on Ricondo teams. Feedback will offer insights into opportunities to improve our support of MWBEs.

While the strategies and tactics identified above will guide refinement of our EDI practices, Ricondo has defined a path forward to implement, maintain, and advance initiatives in our EDI plan. Our path is structured on a continuous improvement management approach (see **Exhibit 2-1**).

EXHIBIT 2-1 RICONDO’S EDI PATH FORWARD

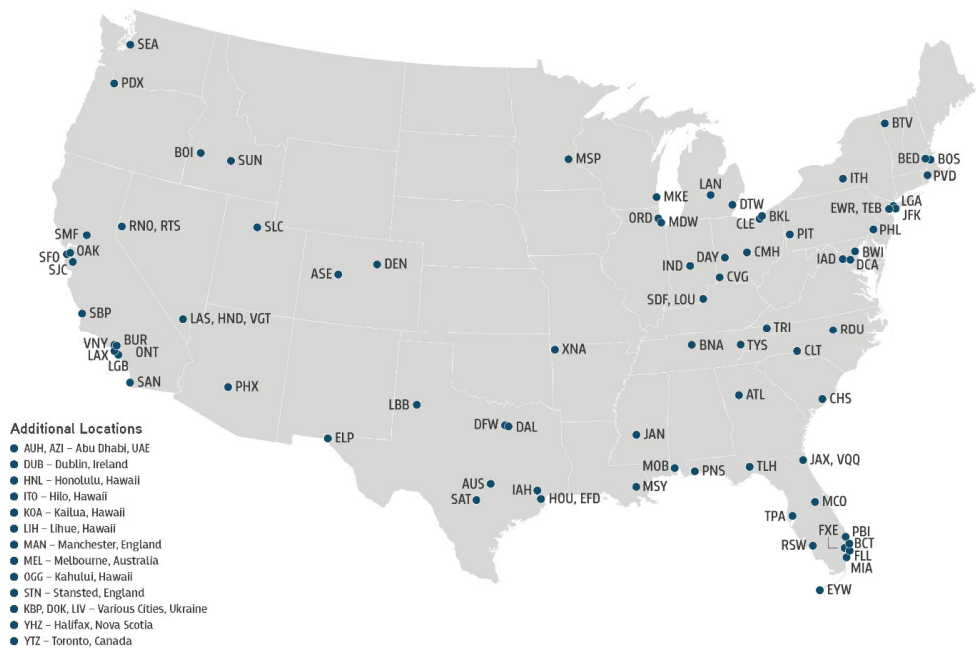


3. UNDERSTANDING THE PROJECT

The Ricondo Team understands the unique, dynamic nature of on-call planning services, which have been one of Ricondo’s core services for over 30 years. We understand the need for responsiveness, creativity, technical

and operational acumen, and flexibility in completing analyses and preparing deliverables for these assignments. Ricondo has provided on-call consulting services at over 75 airports. **Exhibit 3-1** identifies those airports where we have provided these services.

EXHIBIT 3-1 RICONDO ON-CALL PLANNING SERVICES



We view this on-call planning contract as a partnership opportunity between the Department and the Ricondo Team, in which our responsiveness and commitment to technical robust, insightful, realistic, and high-quality work inform appropriate action, proactive development planning, and strategic decision-making.

3.1 SCOPE OF WORK AND AIRPORT UNDERSTANDING

Ricondo’s understanding of the Department’s long-range development framework and the Airport’s operating environment, our experience providing on-call planning services to the Department, and our knowledge of the aviation industry ensure Ricondo understands the services required through this project. Ricondo has a solid understanding of the physical, operational, environmental, and financial characteristics of DEN. We have developed insights into and an understanding of the changes at the Airport over the last two decades.

DEN has experienced notable changes in the 27 years in which the Airport has been in operation. Passenger volumes exceed the original terminal design capacity; air service has expanded substantially (domestic and international); airline fleet evolution has accommodated robust passenger growth, with less pronounced growth in passenger aircraft operations—with growing impacts on concourses and the Automated Guideway Transit System (AGTS); the Great Hall project is changing the passenger experience in and through the terminal; the RTD-operated A Line commuter train serves the Airport through a new station in the Transit Center; an on-Airport hotel interfaces with the terminal; and passenger and vehicle access modes have shifted. The Department faces challenges relating to airline business changes (e.g., larger gauge aircraft fleets, increased/sustained load factors, disciplined business decisions, COVID-19-related uncertainties), above-average passenger growth, aging infrastructure and facilities, increasingly technology-driven operations,

planned developments, changes in the Federal Aviation Administration (FAA) standards/procedures, and ongoing pressure to increase non-airline revenues.

The Scope of Work articulated in the RFP demonstrates that breadth of the challenges that the Department will address in coming years. Importantly, it also reveals the interconnected nature of these challenges and the need for durable technical analyses and recommendations that provide a foundation for Department decision-making. We understand the on-call planning services would focus largely on conducting analyses to support Airport staff in facility-, operations-, and policy-related decision-making, specifically applicable to planning in support of new facilities, optimizing the use of existing facilities, investing in the redevelopment/renovation of aging facilities, and leveraging Airport property to meet forecast demand, generate additional revenues, and respond to stakeholder priorities.

Ricondo's knowledge of Airport facilities and the operational and capacity interdependences follows.

- **Gates/Concourses:** The Gate Expansion Program is necessary to accommodate growth in passengers and operations, and increasing average aircraft size. With concourse expansions, peak-period demand for most facilities will increase. Beyond the full extension of the three existing concourses, a decision on the next future concourse will be necessary. Multiple factors will influence this decision, including implementation feasibility, cost, operational efficiency, passenger and baggage conveyance, landside interface, and capacity of supporting systems (e.g., AGTS).
- **Terminal Reconfiguration:** The Great Hall reconfiguration is increasing the capacity of the Jeppesen Terminal, enhancing the experiential aspects of the building, and amplifying its revenue-producing potential. This increase in passenger processing capacity will intensify the need for enhanced capacity throughout the Airport to ensure the capacities of operational components are kept in balance.
- **AGTS:** This critical transportation spine is projected to reach capacity with the extensions of the existing concourses, ultimately stressing the passenger level of service and increasing minimum connection times. AGTS capacity enhancements must reflect ultimate gate expansion, operational performance under long-term peak loads, and the eventual “end of life” of existing system components. The must-ride nature of the AGTS warrants review of the operational impact of the lack of redundancy in the case of sustained outage.
- **Airfield:** Increases in average aircraft size and load factors have eased the rate of increase in aircraft operations, temporarily delaying the need for the seventh runway. The existing airfield is projected to approach capacity within the coming decade, justifying a seventh runway and/or other airfield improvements. Denver airspace and air traffic control procedural changes associated with NextGen have reprioritized the use of specific airfield operating configurations. Comprehensive analysis of required airfield improvements must consider future NextGen capabilities, changes in FAA planning standards (update to Advisory Circular 150/5300-13B, *Airport Design*), and airfield operating configurations. A safety risk management review is anticipated to ensure airfield decisions reflect a systematic and proactive approach to operational safety.
- **Parking:** Demand for public parking at the Airport is rebounding. Despite an evolution in passenger choice of Airport access modes, available parking facilities are increasingly operating near capacity. Existing parking structures are aging and likely to require significant investment to extend their useful life. It will eventually be necessary for the Department to assess the full landside system, considering all modes, to develop a plan to meet future demand that is financially feasible, constructable, and sufficiently flexible to accommodate dynamic changes in modes, passenger choice, technologies, and other influences.

- **Rental Car Facilities:** At-grade rental car facilities are experiencing growth pressure from passenger demand. The consolidation of brand families challenges the optimization of existing rental car leaseholds and facility utilization. A consolidated rental car facility may be desired, concentrating aggregate facility footprints and potentially allowing new land uses along the Peña Boulevard corridor. Enhancements, such as dedicated bus roadways or an automated transit system, could improve the customer experience, support efficient operations, and allow rental car operators to remain competitive with other transportation services.
- **Roadways and Curbs:** Congestion at terminal curbs and on-Airport roadways must be addressed as terminal and gate improvements accommodate increased passenger demand during peak periods. Analysis of assigned curbs must consider the evolution in ground access modes, such as recognizing transportation network companies (TNCs) and public transit shifts, as well as competing off-Airport parking companies. Efficient vehicle circulation, recirculation, curbside dwelling, sight lines, and wayfinding requires comprehensive physical and operational plans to meet demand, with sensitivity to travel times and the environmental/air quality consequences of vehicle emissions. As background vehicle activity increases with overall development in the Airport vicinity, increased use of Peña Boulevard is predicted, which will impact Airport-bound traffic and necessitate investment in the on-Airport roadway network.
- **DEN Real Estate:** With 53 square miles of land comprising DEN, defining specific candidate land uses that are consistent with zoning and height restrictions and identifying land available for potential revenue-generating development will provide a framework for the Department to react to or pursue development opportunities. Neighboring developments, such as the proposed Colorado Air and Space Port at Front Range Airport, could introduce both opportunities and challenges for the development of Airport lands.
- **Aging Infrastructure:** The Airport was mostly constructed in the early 1990s, and many facilities are approaching the end of their useful or economic lives, which requires significant investments to maintain, replace, rehabilitate and/or renovate these facilities and systems. The majority of these improvements will occur in an operating environment, requiring technical creativity and operational sensitivity to ensure impacts to Airport and tenant operations and activities are considered.
- **Financial Capacity:** The aggregate demand for investment at the Airport over the coming decade will challenge the Department in defining plans that are financially feasible, acceptable to airlines/tenants, reasonable in the impact to airline rates and charges and costs per enplaned passenger (allowing these to remain competitive), and realistic in terms of debt capacity.

3.2 COMPLEXITY, CHALLENGES, AND PROBLEMS

Given the complex planning challenges at DEN, the analyses and studies completed under this contract must provide a framework for decision-making that relies on technically sound solutions that are influenced by constructability, implementation costs, development planning and advanced programming, financial effects, and the consistency of plans with environmental considerations. Planning activities must also anticipate and accommodate change (e.g., regulatory, technological, operational, environmental) and recognized emerging industry trends through a strategic, scenario-driven approach, incorporating a degree of flexibility to accommodate the potential effects of near- and long-term change.

Coordination with and among various groups within the Department, as well as coordination with other consultants that are engaged with the Department, can be demanding given the pace of projects and the diversity in the issues being addressed in various projects. However, this coordination is critical—the results of any on-call task must be fully informed to reflect ongoing and planned projects and initiatives, and they

must be well coordinated to ensure the overarching conclusions and recommendations are robust, realistic, beneficial, and implementable.

Ricondo's approach to navigating the challenges and complexities that are common in on-call planning is to consistently prioritize communication, coordination, and collaboration to create a productive and accountable environment to addressing issues and problems that may emerge.

3.3 APPROACH TO COMPLETING ON-CALL SERVICES

Effective on-call planning is built on responsiveness, quality, and depth of resources within the planning team. We recognize that the value and benefit of on-call airport planning services is maximized by the following:

- Developing actionable and financially feasible recommendations that recognize Department priorities, stakeholder impacts and challenges, and other relevant initiatives or projects that are underway or planned.
- Developing tactical recommendations when appropriate—the ability to not only address the immediate challenge but also anticipate or predict influences that may become consequential.
- Aligning recommendations with the Department's and the City's priorities and vision, including the Vision 100 Strategic Plan, Sustainability Plan, and Master Plan.
- Infusing an industry-level perspective and insight in task assignments.
- Recognizing policy and process influences.
- Leveraging established relationships with the FAA at the Airports District Office level, the Transportation Security Administration (TSA), US Customs and Border Protection, and other agencies.
- Possessing an understanding and knowledge of the Airport—DEN is at the confluence of aging facilities and systems, changes in airline business models, and continued robust passenger growth.

DEN's upcoming planning challenges requires a consulting team with specialized expertise, a comprehensive understanding of the Airport, and a broader industry perspective, to provide strategic direction and to assist the Department in its decision-making. Ricondo's approach to completing on-call planning services is built on effectively leveraging our full team capabilities, collaborating with the Department and key stakeholders, and developing technically strong, financially realistic, and operationally efficient recommendations. that meet the challenges and demands that the Department is facing.

4. PROPOSED WORK PLAN AND APPROACH

4.1 MANAGEMENT AND ORGANIZATIONAL APPROACH

Ricondo would be the primary point of contact for the Department, serving as the Prime Consultant and managing the work under this contract. We would rely on our team's subconsultants as needed for specific assignments. Our approach to the delivery of on-call planning services reflects our intent to provide the necessary specialized skills to the Department in an efficient, coordinated, and well-managed manner. The Department has defined a comprehensive range of potential areas of on-call aviation planning. As discussed in Section 5, our team includes extensive Ricondo in-house expertise, complemented by subconsultants providing specific skillsets to be applied as needed for various tasks. Specific roles have been defined to leverage each subconsultant's specific experience in undertaking technical and related planning.

4.2 PROJECT MANAGEMENT APPROACH AND TEAM ORGANIZATION

The Ricondo Team is structured with Ricondo serving as the prime consultant, supported by a team of fifteen subconsultants providing specialized expertise, local understanding, and representing historically underutilized

firms (M/WBE firms). The management of our team relies on our Project Management Team (Project Manager and Officer-in-Charge) actively engaging with the Department and with our subconsultant team.

Our Project Manager, Daniel G. Rowe, would serve as a primary point of contact for the Department and importantly, for the Ricondo Team. In this role, he is supported by our Officer-in-Charge, Colleen E. Quinn, PE. This approach ensures that all planning assignments are coordinated, integrated, and consistently managed. As PM, Mr. Rowe's responsibilities would include:

- Manage the initiation, scoping, and authorization of assignments
- Engage and structure team resources for each assignment (internal and subconsultants)
- Monitor schedule and budget performance on all assignments
- Coordinate with representatives of the Department on administrative, management, and technical matters
- Involve subject matter experts to ensure analyses, presentations, and work products meet expectations
- Organize M/WBE involvement to ensure Ricondo meets target goals and leverages Ricondo's EDI Plan

The number of subconsultants on the Ricondo team, while significant, is consistent with similarly sized teams that Ricondo has efficiently led in the delivery of on-call planning services for multiple large hub airports. Our team is structured to (1) deliver the full scope of services that may be requested over the course of the contract and (2) provide an intentional level of redundancy in the experience and capabilities of team members to provide flexibility in balancing workload within the team and engaging our M/WBE partners. Our project management and quality assurance/quality control processes ensure that we have the necessary tools to effectively and efficiently manage our team.

4.3 PROJECT AND CONSULTANT COORDINATION

We recognize that certain scope elements relate to, or may be influenced by, other ongoing internal and external efforts (including other aviation studies and ongoing planning efforts or development projects) that could affect a specific task assignment. The Ricondo Team is well-versed in working in environments with complex, interrelated projects that require coordination with outside consultants and other third parties. In the delivery of high-quality aviation planning services, we would make every effort to integrate our work with interrelated projects, working collaboratively with the Department and other Department consultants to ensure efforts are coordinated as seamlessly as possible. As appropriate and directed by the Department, the Ricondo Team would also coordinate with any third parties related to a given assignment issued under this contract.

We are committed to a collaborative and inclusive process that ensures task schedules and strategies meet the Department's needs. The Ricondo Team would work with other consultants supporting the Department to appropriately integrate work. We would emphasize communication and coordination to ensure work is appropriately documented; interdependent decisions are recognized; milestones influencing conclusions are achieved; and milestones, stakeholder involvement, and relevant assumptions are consistent.

4.4 TASK/PROJECT SCHEDULE MANAGEMENT

For on-call planning assignments, expediency and adherence to the schedule are critical. Many of the assignments under on-call contracts address immediate needs that require quick responses. Our schedule management approach includes the following elements.

- The project schedule would be developed as part of the scoping and budgeting for each task, including the final product delivery date and interim milestones, and incorporated into the TA documentation.

- Ricondo would ensure appropriate personnel are available to complete the task.
- All TAs authorizing subconsultant work would include specific schedules showing completion dates and critical milestones.
- The Ricondo PM, supported by Technical Leads would monitor progress on individual tasks.
 - Some tasks may require a rapid turnaround, as short as a few days. Under those circumstances, the PM and Technical Lead(s) would coordinate with each other at least daily to confirm work is progressing on schedule and that no constraining issues emerge.
 - Other tasks may have durations of several months or require the engagement of other entities and consultants to the Department. For those tasks, Ricondo would hold weekly conference calls to monitor progress and address any questions or issues. In addition, personnel assigned to that task would be required to reach out to the PM or Technical Lead if any issues arise that need to be addressed immediately to avoid delays and prevent missing scheduled milestones and deadlines.
 - As the Ricondo Team engages in work efforts that interface with other consultants, we would establish a consensus schedule with critical interim milestones. This schedule would be used to maintain weekly progress communications with these consultants, to regularly share the status of the Ricondo Team’s work, and/or to confirm the planned progress of other consultants.
- A master schedule and tracking spreadsheet would be prepared for use as both a management tool and a coordination tool with the Department. Regular reviews of assignment progress in the context of the master schedule would be conducted to allow any issues or concerns to be addressed in a time-sensitive manner.

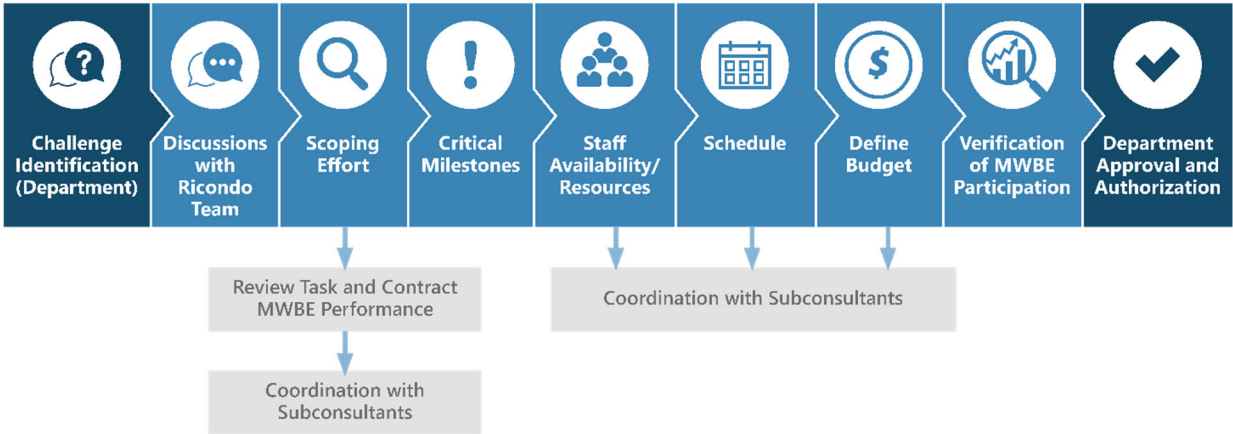
4.5 PROJECT MANAGEMENT CONTROLS

Ricondo’s management approach integrates several project management control practices, reflecting our belief that effective budgeting and cost control require careful planning and continual monitoring.

4.5.1 SCOPE FORMULATION AND PROJECT DEFINITION

A successful assignment is typically the result of a well-defined scope of work, which requires an understanding of the client’s objectives and unique performance expectations. This information facilitates development of the most efficient and cost-effective approach to the assignment. **Exhibit 4-1** depicts our task formulation process.

EXHIBIT 4-1 TASK FORMULATION PROCESS



4.5.2 SCHEDULE AND BUDGET MONITORING

Ricondo's budget management system is integrated into our cloud-based accounting system that is continuously updated with information relative to expended labor hours and costs and non-labor expenditures. The PMT always has access to and uses the system to track project status relative to budgetary parameters and other requirements, including the status of subconsultant and MWBE goals. Information from this accounting system can be downloaded in a format compatible with Microsoft Excel.

As described, for subconsultants, the Ricondo PM initiates work through TAs that clearly identify task budget, deadlines, schedule, and objectives. The TA serves as a cost-control tool that requires subconsultants to perform within the defined budget. Using information from our accounting system, Ricondo maintains spreadsheet tracking of project budget and schedule status to maintain a concise summary, which could be shared with the Department during coordination calls and other activities.

4.5.3 PLANNED STAFF TIME

Ricondo has established a planned staff time (PST) process (a resource planning module in our cloud-based accounting system) to facilitate staff planning and ensure necessary staff resources are available to meet project requirements and schedules. The PST process is a robust tool to manage resources, and it provides access to our staff in a dynamic and responsive manner. Activating a project in our accounting system requires PMs to estimate project/task PST to reflect the required and budgeted labor resources for the full duration of the assignment, on an individual task basis. Therefore, the necessary critical staff resources are available to complete tasks on time. This process also allows Ricondo to adjust staffing to accommodate on-call assignments without impacting ongoing project efforts. Ricondo has relied on the PST process to successfully deliver on-call planning services for a significant number of airport operators, including the Department.

4.5.4 COMMUNICATION

Ricondo emphasizes communication and coordination among team members to facilitate an integrated, efficient process that maximizes the exchange of relevant information and avoids duplicative or unnecessary work efforts. Our project management system requires regular meetings/briefings, which would promote frequent communication among team members and between the PM and the Department.

Using communication software that is commonly available within our team and with our clients, Ricondo facilitates collaboration between staff and team members, as well as clients. These tools bridge geographical gaps when clients or team members are in different locations, as well as streamlines coordination meetings and communications. These software tools facilitate efficient communication, information sharing, and collaboration without having to meet in person.

4.5.5 DOCUMENTATION AND QUALITY ASSURANCE / QUALITY CONTROL

Ricondo's strict document control procedures include the use of standardized report formats and exhibits, as well as internal procedures: review of all project analyses by an internal technical specialist to verify assumptions and technical accuracy, review of all deliverables by a professional technical editor, resolution of any technical issues by the PM, and final review by an Officer of the firm prior to client submittal.

4.5.6 PRODUCT DELIVERY

Ricondo delivers all documentation and other work products to clients in electronic form or hardcopy, depending on client needs. Electronic files could be provided in PDF or in Microsoft Word or Excel. Similarly, the formats of graphic and visualization work products would be coordinated with the Department at the time the work is scoped to ensure the Department has the ability to use these work products as needed.

5. KEY PERSONNEL AND ABILITY TO RESPOND

The Ricondo Team has designated experienced professionals to provide the requested services, based on their expertise in the various technical areas to be addressed, their understanding of the issues at the Airport, and their availability throughout the term of our contract. Our Proposed Project Organization chart, shown on **Exhibit 5-1**, illustrates the overall Ricondo Team management and identifies the roles of our key personnel. Ricondo's designated PMT (i.e., OIC and PM), with input from our Senior Industry Experts, as necessary, would oversee, guide, and deliver these services. Our PMT would effectively and efficiently utilize the Ricondo Team resources to deliver creative, technically sound, locally informed, and high-quality planning services.

As OIC, Colleen E. Quinn, PE, would oversee and provide strategic guidance in the delivery of on-call planning services. She would assist the PM on matters related to project/task strategy and quality control, and she would be available to the Department on an as-needed basis and as a second point of contact. In this role, Ms. Quinn would be responsible for the ultimate quality and timeliness of the services provided and all contractual matters, and she would work with the PM to ensure the achievement of M/WBE objectives.

As PM, Daniel G. Rowe would serve as the primary point of contact for the Department and manage the day-to-day conduct of assignments, provide coordination among various planning assignments, and be responsible for the performance and delivery of services by subconsultants. In addition to managing administrative aspects of assignments (task scopes, schedules, and budgets), Mr. Rowe would also guide the technical analyses. He would be responsible for determining the specific staff to be assigned to the project and ensuring the resources of the team are available to deliver high-quality on-call services.

Available to the PMT and to the Department would be Senior Industry Experts, designated based on their extensive industry insights and varied expertise. These experts, Catherine M. Lang and R. Douglas Trezise, P.E. would be available as needed to provide strategic guidance and a broader industry perspective, which may be valuable on key assignments. Technical Leads have been designated to pilot the efforts under the various planning elements in the scope of services. These individuals are recognized experts in their areas of responsibility and would lead subject matter-specific planning efforts and would coordinate with the PMT and other Technical Leads. Other supporting personnel would have designated responsibilities in support of specialized analyses requested as part of the on-call planning services.

Individual qualifications and experience for our PMT are described briefly below. Resumes for all Ricondo Team members identified in the organization chart are provided in **Appendix A**.

Ms. Quinn, our designated OIC, has over 35 years of experience in aviation planning and design. She has more than 30 years of experience in the management and delivery of on-call services for multiple airport clients, including managing Ricondo's on-call planning services at Cleveland Burke Lakefront, Cleveland Hopkins International, Denver International, El Paso International, and John Glenn Columbus International Airports, as well as for the Dallas Airport System (Dallas Love Field, Executive, and Vertiport), and she has also supported on-call planning efforts at Chicago Midway, Chicago O'Hare, Hartsfield-Jackson Atlanta, Milwaukee Mitchell, and Tampa International Airports. Additionally, Ms. Quinn served as the PM for the 2011 DEN Master Plan and as the OIC for follow-on on-call planning services through 2018.



Mr. Rowe, our designated PM, has over 15 years of experience at DEN and has worked in Ricondo’s Denver office since 2007. He provides technical planning assistance on airport master plans, airfield/airspace analyses, facility development phasing, and airport layout plans (ALPs), including the 2011 DEN Master Plan. Mr. Rowe is knowledgeable in Title 14 Code of Federal Regulations Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*, as well as FAA and International Civil Aviation Organization airport planning standards. He has supported, delivered, and managed on-call planning services at many airports, including Chicago O’Hare, Denver, Los Angeles, Miami, Phoenix Sky Harbor, San Francisco, and Seattle-Tacoma International Airports, as well as at Dublin Airport and for the Dallas Airport System. Additionally, Mr. Rowe has played a key role in multiple master planning studies, and he has served as PM on several on-call planning contracts, demonstrating his ability to efficiently manage diverse teams and deliver responsive and high-quality services.



The strength of the Ricondo Team comes from the aggregate and complementary capabilities of the overall team. We seek team members that bring specialized skills and expertise, local and regional knowledge, and agency familiarity, as well as share our interest in and enthusiasm for the project and our commitment to responsiveness. We also prioritize a level of intentional redundancy within the experience and capabilities of team members to provide flexibility in balancing workload and to allocate task assignments among our MWBE partners.

5.1 RICONDO TEAM SUBCONSULTANTS

All team members have experience in the delivery of aviation projects. In addition to Ricondo, at least thirteen members of the Ricondo Team have previously provided professional services to the Department. **Table 5-1** presents brief firm descriptions of our subconsultant team members, their roles, and key staff.

TABLE 5-1 RICONDO SUBCONSULTANT TEAM MEMBERS

FIRM NAME ANTICIP. ROLE	DESCRIPTION	KEY / SUPPORT PERSONNEL	MWBE
Aguirre Project Resources, LLC <i>Cost Estimating</i>	APR is a professional consulting firm that provides construction estimates, schedules, cost analyses, program/project controls, and technology expertise for both public agencies and private enterprises. APR enables project sponsors, construction managers, contractors, project planning and architect/engineer design teams, program managers, and stakeholders to plan and execute their projects accurately and efficiently. APR is currently providing on-call services at DEN as a subconsultant to Ricondo.	Charles Aguirre Larry Harrod Aubry Pridham Brandon Reisinger	■
All Traffic Data Services, Inc. <i>Data Collection and Analysis</i>	ATDS, a data-collection services firm formed in 2001, collects any type of data for specific and unique projects. ATDS's main office is in Wheat Ridge, Colorado. Over the past 17 years, ATDS has completed traffic data collection for both the City and County of Denver and the Department. ATDS is currently providing on-call services at DEN as a subconsultant to Ricondo.	Mark Richter	
ArLand Land Use Economics <i>Land Use Planning, TOD Planning, and Zoning Support</i>	Denver-based ArL is a land use economics and planning consulting firm that provides economic analyses, market and financial feasibility studies, economic benefit analyses, fiscal impact analysis, and implementation plans for land use plans, transit-oriented development (TOD), and transportation plans. The firm's findings and recommendations incorporate public policy considerations, opportunities for public-private, and an understanding of financial tools available for implementation. ArL's recent DEN experience includes a business model and summary recommendations for DEN's North and South Recycle Yards. Past experience includes the Colorado Aerotropolis Visioning Study, including working with the Department, Colorado Department of Transportation (CDOT), and several DEN-area municipalities.	Arleen Taniwaki	■
Corgan	Corgan is a global architecture and design firm with deep technical expertise and a reputation for excellent service. Corgan's staff of over 700 professionals provides master planning, architecture, interior design, and space planning for new and existing buildings. Corgan provides professional services to corporate and institutional clients on a wide range	Jonathan Massey Keith O'Connor	

FIRM NAME ANTICIP. ROLE	DESCRIPTION	KEY / SUPPORT PERSONNEL	MWBE
<i>Lead Architectural Support</i>	of project types and has developed special expertise in aviation facilities, renovation and adaptive re-use projects, and special use technical spaces. Recent work efforts at DEN include the Gate Expansion and On-Call Wayfinding Services contract.		
HCL Engineering & Surveying, LLC <i>LiDAR and Surveys, Engineering Support</i>	HCL, established in 1999, has performed civil and structural engineering and surveying projects at DEN for nearly 15 years. The firm has coordinated with a multitude of staff on various projects, including the United Airlines Club expansions, the DEN Concourse A Ground Load Expansion, the Great Hall project, the Hotel and Transit Center, Wally Park, and others. HCL has learned the DEN processes and protocols and understands the larger picture of the airport's requirements.	Byron Glenn Julian Sisneros	■
Illustrate My Design <i>3D Illustrations/Modeling</i>	IMD is a woman- and minority-owned creative communications agency specializing in visualization solutions. Founded in 2008 and based in Washington, DC, IMD seeks to provide leaders in the design and construction industry with graphics that immerse both professionals and end-users in a virtual, computer-generated environment for an engaging experience through design development, construction, training, marketing, and sales. IMD provides 3D renderings, animation, 4D construction simulation, and virtual reality as services to communicate design projects.	Daniel Zeballos	
Iron Horse Architects, Inc. <i>Facility Implementation Planning/Phasing and Architectural Planning/Support</i>	Since its inception, IHA has successfully designed and delivered multiple complex aviation projects, for both public and private clients nationwide. The firm has been providing thoughtful and responsible design solutions for the Department for over 10 years, having worked on multiple projects and having provided a variety of services, from planning and programming to full architectural design services, project management, building information modeling (BIM) documentation, and construction administration. IHA works closely with owners, stakeholders, and contractors to develop resilient and inspired design solutions. The firm understands the importance of safety and security, airport operations, facility maintenance, circulation, and wayfinding.	Kevin Ashby Michael Kutz Virginia McAllister Fred Schultz	■
Kimley-Horn and Associates, Inc. <i>Roadway Planning, Security Planning, Engineering Support</i>	K-H is a full-service engineering firm with 3,100 employees nationwide, including 70 professional technical staff in the firm's Denver office. K-A's staff is experienced in solving complex aviation design and planning issues for both air carrier and general aviation clients worldwide. For 51 years, the firm's airport planning and design practice has focused on local, state, federal, and FAA Airport Improvement Program-funded projects, including airside and landside planning and design, parking system management, and environmental processing. K-A has diversified its aviation services to include security systems planning, design and implementation, and intelligent transportation system (ITS) components for airport roadway ingress and egress networks. KHA has served the Department on numerous projects in recent years and is currently providing on-call services at DEN as a subconsultant to Ricondo.	Jill Capelli Matt Ciarkowski David Haines Pam Keidel-Adams Jeffrey Reeder Curtis Rowe Andrew Scanlon Ryan Thomas Bobby Valentine	
KRAMER aerotek inc. <i>Forecasting, Economic Analysis</i>	KA is an airport consulting firm that specializes in business planning, forecasts, and economic development. The consulting practice is built on the premise that airports operate as business centers, where strategic decisions about personal and business aviation, airport improvements, and marketing are critical to increase revenues and build use of the airport. The firm's specialty areas include opportunity assessments; activity and financial forecasts; economic impact studies, including tax impacts; airport provision of fixed base operator services; and strategic business plans. It is typical for KA to integrate business planning into airport master plans so the financial and business objectives of the airport sponsor complement long-term capital projects. KA is currently providing on-call services at DEN as a subconsultant to Ricondo.	Lois S. Kramer	■
Lea+Elliott, Inc. <i>AGTS and Transit Planning</i>	L+E is an employee-owned transportation consulting firm that offers professional services related to the planning, procurement, implementation, and overhaul of fixed guideway, rail transit, and bus systems for clients worldwide. The firm has experience in all modes of transit, with a focus on analyzing, designing, and procuring transit/transportation systems, as well as providing conceptual design, design oversight, and interface development of the facilities for such systems. L+E has had a lead role in implementing and modifying automated people mover (APM) systems at 60 airports worldwide and has been supporting the Department since before the Airport opened in 1995. As the Airport's AGTS consultant, L+E led the planning, procurement, and implementation of the original airside APM system. L+E has supported numerous other AGTS and transit-related projects at DEN. L+E is currently supporting the DEN Concourse A West expansion project, as well as providing on-call services to DEN as a subconsultant to Ricondo. L+E has an office in Aurora, Colorado.	Theodore C. Barker Scott Kutchins Melinda Ring	
Martin/Martin, Inc. <i>Structural Engineering Support</i>	M/M is a full-service structural and civil consulting engineering firm based in Lakewood, Colorado, whose professionals have successfully completed more than 30,000 projects locally, nationally, and internationally, including a variety of aviation and infrastructure projects. These cost-effective projects incorporate efficient, sustainable, and constructable solutions. M/M's engineering services include design of hangars, terminal buildings, concourses, maintenance facilities, traffic control towers, airport administration complexes,	Chris Adams Kelly Knowles Tim Lack	

FIRM NAME ANTICIP. ROLE	DESCRIPTION	KEY / SUPPORT PERSONNEL	MWBE
<i>and Conditions Assessment</i>	and flight training centers. The firm's professionals have also provided services under more than 80 on-call/non-project-specific contracts in the past 30 years. M/M has worked on more than 20 projects at DEN, including the Great Hall redevelopment and the Structural On-Call contract. M/M is currently providing on-call services at DEN as a subconsultant to Ricondo.		
Swanson Rink, Inc. <i>Aircraft Fuel and Fuel Farm Capacity/ Distribution</i>	S-R has provided successful solutions for the aviation industry for over 70 years. This includes work with mechanical, electrical, and plumbing (MEP) airport infrastructure, fueling systems, BHSs, and ramp services design. SRI has worked at over 300 airports across the country and around the world, including current contracts with the Department providing fueling, MEP, deicing, and IT design services.	Stephen Bennett Cody Law	
Two Hundred, Inc. <i>Visual Communication and Graphic/Production Support</i>	Two is a team of designers and developers that have an exceptional understanding of the public information and design needs of the transportation industry. Two has unique experience in translating a public information program into usable information for all stakeholders. The firm began working with the Department in 2006 in support of the Master Plan Update Studies and later as part of the Sustainability Management Plan. In 2012, Two worked directly with Department executive staff and the DEN Real Estate team to produce the "Airport City Denver" video. Two is based in Denver and is currently providing on-call services at DEN as a subconsultant to Ricondo.	Morgan Richards Andrew Vermouth	
Vic Thompson Company <i>Baggage System and Security Checkpoint Analysis and Planning</i>	VTC has been an aviation industry innovator since 1994. The firm specializes in BHSs, checked baggage inspection systems, and passenger security checkpoint screening system design and engineering. VTC has supported the operators of 90 US airports on more than 200 projects, as well as the TSA Systems Integration Facility in Arlington, Virginia. VTC offers objective, third-party testing of baggage systems and related components in its on-site 33,500-square-foot Airport Integration Test Lab, which integrates checked baggage processing and automated baggage inspection system components in an operationally realistic environment. VTC has worked on four projects to date for DEN.	Blessing Oyem	■
Y2K Engineering, LLC <i>Transportation Engineering/Traffic Support</i>	Y2K was founded on the principle that equitable transportation solutions are at the heart of our communities, and the firm believes every user of the transportation network has the right to get to their destination safely, regardless of age or mode choice. Y2K has extensive qualifications in multimodal transportation planning, bicycle and pedestrian facility design, complete streets analysis and design, community and stakeholder engagement, alternatives analysis, ITSs, vision zero planning, traffic studies, traffic signal design, and corridor modeling.	Rae Stephani Eileen Yazzie	■

5.2 ABILITY TO RESPOND

The Ricondo Team is strongly positioned to provide the requested on-call planning services efficiently and effectively. Ricondo has an established reputation for providing on-demand consulting services for airport sponsors throughout the United States. Much of Ricondo's success can be attributed to its ability to effectively manage resources, respond quickly, integrate resources (both within and outside the firm), and ensure the quality and timeliness of services rendered by our team. The following points highlight our ability to respond.

- Ricondo and 11 of our subconsultant team members have either an office or individuals based in the Denver metropolitan area that would support this work. Ricondo's designated PM is based in our Denver office and is readily accessible to the Department. **Ricondo would manage and deliver most of the work from our Denver office, engaging resources in other offices as necessary for specialized analyses.**
- As depicted on our Proposed Project Organization chart (Exhibit 5-1), the Ricondo Team includes the expertise and experience to address any task that could arise under this contract.
- As described in Section 4, Ricondo has established processes to effectively manage multiple work efforts under this contract, with structured TAs, team communications, and QA/QC processes. These allow our team to initiate work immediately, when necessary.

- Ricondo would leverage technology not only in the delivery of technical assignments, but also in effective team and Department collaboration, real-time staff resource planning, and real-time management of project labor efforts and expenses through an online project accounting system. These technologies enable us to manage projects efficiently and with a high degree of accuracy, as well as effectively utilize the skills and expertise—both in-house and among our subconsultant team—without geographic limitation.

Table 5-2 lists the location and number of employees in each Ricondo Team member office from which staff resources would be expected to be utilized during this project.

TABLE 5-2 RICONDO TEAM MEMBER OFFICE INFORMATION

TEAM MEMBER	OFFICE ADDRESS	TOTAL	PROFESSIONAL	SUPPORT
Ricondo	20 N. Clark Street, Suite 1500, Chicago, IL 60602 (headquarters)	64	44	20
	700 17 th Street, Suite 1200, Denver, CO 80202	13	13	0
	421 King Street, Suite 400, Alexandria, VA 22314	28	26	2
	312 Walnut Street, Suite 3310, Cincinnati, OH 45202	6	6	0
	2077 Convention Center Concourse, College Park, GA 30337	12	11	1
	1000 NW 57 th Court, Suite 920, Miami, FL 33126	9	9	0
	3239 Ualena Street, Third Floor, Honolulu, HA 96819	2	2	0
Aguirre Project Resources, LLC	4425 W. Airport Freeway, Suite 110, Irving, TX 75062	19	15	4
	11764 Little Turtle Lane, Conifer, CO 80433	1	1	0
All Traffic Data Services, Inc.	9660 W. 44 th Avenue, Wheat Ridge, CO 80033	11	5	6
ArLand Land Use Economics	67 West Floyd Avenue, Englewood, CO 80110	3	3	0
Corgan	401 North Houston Street, Dallas, TX 75202	510	382	128
HCL Engineering & Surveying, LLC	5975 S. Quebec Street, #200, Centennial, CO 80111	47	42	5
Illustrate My Design, LLC	1775 Tysons Boulevard, 5 th Floor, McLean, VA 22102	8	7	1
Iron Horse Architects, Inc.	1900 Grant Street, Suite 1130, Denver, CO 80203	18	13	5
Kimley-Horn and Associates, Inc.	7740 N. 16 th Street, Suite 300, Phoenix, AZ 85020	259	186	73
	1001 W. Southern Avenue, Suite 131, Mesa, AZ 85210	77	66	11
	8201 Peters Road, Suite 2200, Plantation, FL 33324	87	78	9
	1633 W. Innovation Way, Suite 5-143, Lehi, UT 84043	8	8	0
	1125 17 th Street, Suite 1400, Denver, CO 80202	21	21	0
	111 E. Broadway, Suite 600, Salt Lake City, UT 84111	81	72	9
	4582 S. Ulster Street, Suite 1500, Denver, CO 80237	179	134	45
KRAMER aerotek inc.	580 Utica Avenue, Boulder, CO 80304	1	1	0
Lea+Elliot, Inc.	2505 N. State HWY 360, Suite 750, Grand Prairie, TX 75050	19	14	5
Martin/Martin, Inc.	12499 West Colfax Avenue, Lakewood, CO 80215	284	246	38
Swanson Rink, Inc.	1120 Lincoln Street, Suite 1200, Denver, CO 80203	81	56	25
	5090 North 40 th Street, Unit 162, Phoenix, AZ 85018	8	7	1
Two Hundred, Inc.	3249 W. Fairview Place, Suite 101, Denver, CO 80211	7	7	0
Vic Thompson Company	3751 New York Avenue, Suite 140, Arlington, TX 76014	36	31	5
Y2K Engineering, LLC	110 16 th Street, Denver, CO 80202	5	5	0
	1921 S. Alma School Road, Mesa, AZ 85210	15	13	2

NOTES:

- 1 Several Ricondo Team members have offices in other locations other than those listed in Table 5-2; however, it is not anticipated that work on this project would be performed by staff located in offices other than those listed.
- 2 Ricondo maintains offices in nine other locations, with approximately 95 staff members in those offices.

6. COMPANY EXPERIENCE AND QUALIFICATIONS

Ricondo has provided aviation planning services under numerous on-call contracts that directly relate to the requested services, as demonstrated by the project descriptions in this section. A sample of these projects are described below. The client reference for each can speak to the quality and timeliness of Ricondo's work.

ON-CALL PLANNING SERVICES AT DENVER INTERNATIONAL AIRPORT (DENVER, COLORADO)

- a. **Scope of Work:** On-call planning services at DEN
- b. **Project Description:** Since 2000, Ricondo has continuously provided on-call planning services at DEN as part of multiple contracts with the Department. The scopes of work for these contracts have included comprehensive aviation planning services. As part of these contracts, Ricondo has completed various forecast reviews and updates, development plans, ALP updates, landside analyses, and airfield studies. Additional assignments include aircraft gate planning, runway planning studies, security checkpoint concept planning, parking elasticity analyses, and various roadway/traffic analyses. Ricondo also completed an operational assessment of the Airport's deicing pads and is simulating options for the seventh runway in the future airfield. Ricondo has also delivered various terminal analyses, including the development of a terminal simulation model of the international arrivals facility, focused on identifying physical and operational alternatives to enhance facility capacity and reduce the extensive queuing that was occurring. Ricondo also developed a simulation model to assess the capacity of the Airport's APM system. Additionally, Ricondo completed the Master Plan Refinement, which served as an update to the 2011 Master Plan Update Studies, also completed by Ricondo, to reflect changing industry standards, technology, and activity characteristics.
- c. **Subconsultants:** All Traffic Data Services, Inc., Connico Incorporated; Corona Research, Inc.; Dublin Airport Authority; Faith Group, LLC; Flight Engineering, LLC; Horizon Reprographics; Ian Synnott; Kimley-Horn and Associates, Inc.; Lea+Elliott, Inc.; Leigh Fisher Associates; Martin/Martin, Inc.; UrbanTrans Consultants, Inc.; aggregate by subconsultants is \$634,518 (billed through 8/31/22)
- d. **Contract Value/Gross Fees:** \$4,350,932 (contract value for multiple contracts); \$3,273,250 (gross fees through 8/31/22)
- e. **Owner Name, Address, Current Contact Person, and Telephone Number:** City and County of Denver, 8500 Peña Boulevard, AOB 7th Floor, Denver, Colorado, 80249; Mr. George Hohlov, Director of Planning; telephone: 303-342-2617
- f. **Outcome/Result:** Planning conclusions and recommendations generated through the assignments issued under these contracts have been used by the Department in (1) defining development strategies, plans, and facility concepts for meeting forecast demand; (2) coordinating with stakeholders and agencies; (3) exploring the impact of policy and operational changes; (4) projecting revenues associated with facility and operational changes; (5) establishing capital plans and budgets; and (6) supporting other planning and policy decisions.
- g. **Challenges and Lessons Learned:** Services provided by Ricondo and its subconsultants have typically been focused on analyzing specific challenges/facilities/operations in response to requests by the Department. These have often required interfacing with other consultants working for the Department, engaging stakeholders to gather information and present conclusions, working with the FAA (Airports District Office [ADO], Air Traffic Control Tower [ATCT], Region, and Headquarters). Examples of challenges have included quick turnaround for some assignments, the need to rely on and verify data provided by others, and project dependencies (projects by others). Lessons learned include the benefit of early and frequent communication and the need for a robust and documented project history.
- h. **Level of Client Assistance:** The level of client assistance has varied among assignments. Typically, client interface is concentrated at the initiation (scoping and budgeting) and conclusion (presentation of results/recommendations) of most assignments; however, additional client assistance is required for some assignments, including at interim milestones, as well as for gathering data, accessing prior work and relevant project history, coordinating with other Department divisions, and reviewing work products. Client engagement and assistance can vary widely depending on the specific assignment, but it is not common to require substantial client assistance in the analytic stages of the assignment.

AS-NEEDED AIRPORT PLANNING AND MANAGEMENT SERVICES AT SAN FRANCISCO INTERNATIONAL AIRPORT (SAN FRANCISCO, CALIFORNIA)

- a. **Scope of Work:** On-call planning and management services at San Francisco International Airport (SFO)
- b. **Project Description:** Since 2007, Ricondo has provided as-needed airport planning and management services at SFO. Ricondo prepared terminal planning studies as a key member of a multi-firm team. Initial work included developing alternatives for the long-term redevelopment of Terminal 1. Additionally, the conversion of Terminal 2 from a 10-gate international terminal to a 14-

AS-NEEDED AIRPORT PLANNING AND MANAGEMENT SERVICES AT SAN FRANCISCO INTERNATIONAL AIRPORT (SAN FRANCISCO, CALIFORNIA)

gate domestic facility became integral to what was termed the Domestic Terminal Redevelopment Plan. Ricondo's responsibilities included participating in design charrettes and peer working group sessions, developing a range of conceptual alternatives capable of accommodating a specific aircraft fleet mix at 42 gates, determining terminal facility requirements based on forecast numbers of passengers, evaluating alternatives, and refining selected alternatives. Under this contract, Ricondo has performed a variety of assignments, including a substantial update of the ALP, runway safety area studies, and terminal planning and curbside studies, as well as provided weekly support for the planning staff. Ricondo recently completed the Airfield Taxiway System and Signage Study as part of the Airport Development Plan, working with local ATCT staff, Airport Operations, and SFO District Office staff.

Ricondo also prepared runway safety area (RSA) studies for all four runways at the airport. These studies included documentation of existing conditions and RSA insufficiencies; identification of safety area improvement alternatives, including options incorporating engineered materials arresting systems; coordination with airport, FAA, and airline stakeholders; and documentation of the overall study for submittal to the FAA. This work was complicated by the airport's significant amount of long-haul international traffic using widebody aircraft which limits the ability to shorten runways, and the surrounding environment that constrains expansion of safety areas.

- c. Subconsultants:** No 111th Aerial Photography Squadron; Aeroplan, Inc.; Airphoto USA; Best Imaging Solutions; Charles R. Rowe, Inc.; Debra L. Lubin; Digitalglobe, Inc.; Frank Kent; Horizon Reprographics; M. Lee Corporation; Martinez Corporation; Meridian Mapping; Patri Merker Architects; PKF Consulting; Wordsworth Communications; Writing At Work, Inc.; aggregate by subconsultant firms is \$311,144 (billed through 8/31/22)
- d. Contract Value/Gross Fees:** \$2,833,078 (contract value for multiple efforts); \$2,186,023 (gross fees through 8/31/22)
- e. Owner Name, Address, Current Contact Person, and Telephone Number:** Airport Commission, City and County of San Francisco (CCSF), Bureau of Planning and Environmental Affairs, 674 West Field Road, 2nd Floor, San Francisco, California, 94128; Ms. Audrey Park, Senior Environmental Planner; telephone: 650-821-7844
- f. Outcome/Result:** Ricondo brought value to the process via terminal, airside, and landside planning experience; the ability to hear and address stakeholder concerns; and provide a working knowledge of industry trends.
- g. Challenges and Lessons Learned:** The CCSF often turns to Ricondo for quick response items, such as ALP pen-and-ink changes and apron operational plans, to facilitate the accommodation of aircraft and passengers. Our on-call planning experience at SFO over the past decade has allowed us to build a depth of knowledge of the airport, which supports our ability to rapidly assess projects and meet demanding client schedules. We have also demonstrated our ability to work with other consultants supporting SFO, as well as additional stakeholders, such as the FAA ADO and ATCT staff.
- h. Level of Client Assistance:** Client interface with the airport, the ADO, and other FAA staff was required. A consistent review process to approve ALP Pen and Ink Changes and ultimately an ALP update was provided to reduce the risk to environmental review and construction schedules. At the CCSF's request, Ricondo also helped with staff shortages to provide 7460-1, "Notice of Proposed Construction or Alternation" form submissions for large projects on the CCSF's behalf. This interaction with Ricondo helped the airport and FAA effortlessly work together on approving pending ALP changes and submissions.

ON-CALL AVIATION PLANNING AT PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHOENIX, ARIZONA)

- a. Scope of Work:** On-call planning and management services at Phoenix Sky Harbor International Airport (PHX)
- b. Project Description:** Ricondo was selected by the City of Phoenix Aviation Department for a 4-year on-call airport planning services contract for PHX, with an anticipated end date of 2025. This on-call contract includes reviews of airfield operations, facility planning, original project timelines and phasing, airfield simulation, economic impact studies, and a relocation assessment of support facilities that will be displaced by planned airfield developments. Ricondo has also further refined and assessed several projects, such as the Terminal 3 second north concourse and crossfield taxiways, that are related to the 2019 Comprehensive Asset Management Plan (CAMP), which was completed by Ricondo. Additionally, Ricondo reviewed and updated the 2019 CAMP to address changes at the airport since the COVID-19 pandemic, challenges with the planned development in the north airfield, and changes in FAA regulations. In 2015, Ricondo was selected for a 2-year on-call aviation planning services contract. Under this contract, Ricondo provided general assistance related to prioritizing planning needs for budgeting purposes.

Additionally, in 2013, Ricondo was engaged in a 2-year on-call aviation planning services contract and a separate 2-year on-call National Environmental Policy Act (NEPA) services contract. The on-call aviation planning services contract included the

ON-CALL AVIATION PLANNING AT PHOENIX SKY HARBOR INTERNATIONAL AIRPORT (PHOENIX, ARIZONA)

North Side Visioning Study, which considered various concepts for realigning the Union Pacific Railroad tracks and a planned high-speed rail line north of the airport in a manner that would provide the greatest flexibility for future airport development, while maintaining compatibility with airport neighbors. Under this contract, Ricondo developed documentation to support a categorical exclusion for the first phases of the Terminal 3 Modernization Program, as well as an environmental assessment for the final phase of the program.

- c. **Subconsultants:** Aeroplan, Inc.; Connico; Debra L. Lubin; GSS Creative; National Data & Surveying Services; Traffic Research & Analysis, Inc.; UBM Aviation Worldwide, LLC; Yuan; aggregate by subconsultant firms is \$98,238 (billed through 8/31/22)
- d. **Contract Value/Gross Fees:** \$28,269,03 (contract value); \$1,578,238 (gross fees through 8/31/22)
- e. **Owner Name, Address, Current Contact Person, and Telephone Number:** City of Phoenix, Aviation Department, Phoenix Sky Harbor International Airport, 2485 E. Buckey Road, Phoenix AZ 85034; Jordan Feld, Deputy Aviation Director, Planning & Environmental; telephone: 602-273-4072
- f. **Outcome/Result:** Ricondo has completed several executive meetings and discussions to determine near-term terminal and concourse, cargo, and airfield needs. Changes since the completed 2019 CAMP due to COVID-19 and other airport constraints have required a review of near-term plans to meet pressing airport needs. Ongoing airfield simulation, roadway simulation, and other airport development studies continue to address and quantify the near-term needs of PHX.
- g. **Challenges and Lessons Learned:** Services provided by Ricondo and its subconsultants have focused on analyzing specific challenges/facilities/operations in response to requests by the airport sponsor. These have often required interfacing with other consultants working for the sponsor, engaging stakeholders to gather information and present conclusions, and working with the FAA (ADO, ATCT, Region, and Headquarters). Examples of challenges have included quick turnaround for some assignments, the need to rely on and verify data provided by others, and project dependencies (projects by others). Lessons learned include the benefit of early and dedicated communication and the need for flexibility in planning recommendations.
- h. **Level of Client Assistance:** Ricondo worked closely with the airport's executive team to respond to and determine immediate needs for airline and airport stakeholders during the COVID-19 pandemic. Changes in aircraft fleet mix as a response to fluctuations in demand and potential for FAA funding (via the Bipartisan Infrastructure Law Airport Infrastructure Grant program) increased the need for close client-consultant coordination to meet the tight funding deadlines established by the FAA.

IDIQ ADVANCED PLANNING SERVICES AT SEATTLE-TACOMA INTERNATIONAL AIRPORT (SEATTLE, WASHINGTON)

- a. **Scope of Work:** Advanced planning and on-call planning services at Seattle-Tacoma International Airport (SEA)
- b. **Project Description:** In 2016, 2019, and again in 2022 the Port of Seattle (the Port) selected Ricondo to provide Advanced Planning and On-Call Planning Services at SEA.

The Port is currently conducting environmental review on its Sustainable Airport Master Plan (SAMP), which, once completed, will include a multi-billion-dollar infrastructure and facility development program to meet forecast growth—from approximately 45 million annual passengers in 2016 to approximately 61 million annual passengers within the next 10 years. Ricondo was retained to assist the Port with validating the feasibility of SAMP planning concepts, preparing planning documents to assist in transitioning from master plan to design, and refining the CIP with detailed phasing, project definition, schedule, and cost information.

Projects that Ricondo is currently assisting with, or recently completed, include the following: (1) reviewing, refining, modeling, and/or developing various near-term terminal improvement and expansion projects that will optimize the existing terminal to overcome immediate capacity constraints of the existing facility and enhance the passenger experience; (2) evaluating the constructability of complex terminal expansion concepts to minimize the impact on critical infrastructure; (3) prepared the Ground Transportation Access Plan to identify strategies to encourage more sustainable mode choices by passengers and employees, guide policy-makers, and address landside capacity constraints; (4) evaluating parking garage utilization alternatives to reduce curbside congestion; (5) developed concepts for a new ground transportation facility and bus guideway to connect passengers between new facilities and improve the experience of passengers transferring from the regional transit system to the terminal; (6) developed a visualization model to be leveraged for phasing analysis, as well as communicating the airport vision with critical stakeholders; (7) assessing long-term opportunities for the passenger conveyance/train system; and (8) developing long-term terminal and landside expansion concepts to accommodate the forecast 10-year growth of 35 percent more passengers.
- c. **Subconsultants:** Concord Engineering, Connico, DY Consultants, ECH Architecture PS, HOK, Illustrate My Design, LLC; Jacobs, KPFF Consulting Engineers, Osborn Consulting; aggregate by subconsultants is \$2,637,813 (billed through 8/31/22).

IDIQ ADVANCED PLANNING SERVICES AT SEATTLE-TACOMA INTERNATIONAL AIRPORT (SEATTLE, WASHINGTON)

- d. Contract Value/Gross Fees:** \$7,50,000 (contract value); \$5,447,549 (gross fees through 8/31/22)
- e. Owner Name, Address, Current Contact Person, and Telephone Number:** Port of Seattle, Main Terminal Building, 17801 International Boulevard, Seattle, Washington, 98158; Mr. Tom Hooper, Aviation Planning Program Manager; telephone: 206-787-5588
- f. Outcome/Result:** Planning conclusions and recommendations generated through the assignments issued under these contracts have been used by the Port in (1) defining development strategies, plans, and facility concepts for meeting forecast demand, (2) coordinating with stakeholders and agencies, (3) exploring the impact of policy and operational changes, (4) establishing capital plans and budgets, (5) other planning and policy decisions.
- g. Challenges and Lessons Learned:** Services provided by Ricondo and its subconsultants have focused on analyzing specific challenges/facilities/operations, in response to requests by the Port. These have often required interfacing with other consultants working for the Port, engaging stakeholders to present conclusions and achieve consensus, and working with the Port's senior leadership and commissioners. Examples of challenges have included quick turnaround for some assignments, the need to rely on and verify data provided by others, conflicting stakeholder objectives, and project dependencies (projects by others). Lessons learned include the benefit of early and frequent communication and the need for a robust and documented project history.
- h. Level of Client Assistance:** The level of client assistance has varied among assignments. Port interface is heaviest during the initiation (scoping and budgeting) and conclusion (presentation of results/recommendations) stages; however, engagement with key stakeholders and involvement by the core Port team throughout project delivery has been critical to success of assignments and endorsement of the study findings. It is important to have regular check-ins, including at interim milestones, in gathering data, in accessing prior work and relevant project history, in coordinating with other divisions in the Port, in reviewing work products, and related activities. Though client assistance can vary widely depending on the specific assignment, it is not common to require substantial client assistance in the analytic stages of the assignment.

In addition to the specific project experience and qualifications previously listed, Ricondo has provided on-call planning services at more than 75 airports. The scopes of these planning contracts have varied substantially based on specific airport/client needs. Our on-call services typically augment staff capabilities, providing specialized expertise, industry perspective, personnel resources, unique planning tools, and other capabilities to address near-, mid-, and long-term challenges. A strong advantage of Ricondo is the comprehensive expertise available within the firm. Because Ricondo has staff that specialize in facility, technical, operational, environmental, financial, and strategic planning, we bring a thorough and multi-faceted understanding of the aviation industry to planning assignments. Following is a partial list of current on-call planning services contracts that Ricondo leads that provides an indication of our experience and industry engagement.

SPONSOR	PROJECT TITLE AND DURATION
City of Dallas	Dallas Airport System – Airport Planning and Advisory Services (2012–Ongoing)
City of Chicago Department of Aviation	Aviation Planning Management and Consulting Services for O'Hare International Airport and Midway International Airport (1989–Ongoing)
City of Atlanta, Department of Aviation	Master Plan Update and On-Call Planning Services for Hartsfield-Jackson Atlanta International Airport (2011–Ongoing)
Metropolitan Washington Airports Authority	On-Call Consultant Services for Reagan Washington National and Washington Dulles International Airports (2005–Ongoing)
Houston Airport System	On-Call Aviation Planning Services for George Bush Intercontinental, William P. Hobby, and Ellington Airports (2017–Ongoing)
Ontario International Airport	On-Call Planning and Support Services for Ontario International Airport (2020–Ongoing)
Clark County Department of Aviation	General Advisory and Airport Consulting Services for Harry Reid International, North Las Vegas, and Henderson Executive Airports (1998–Ongoing)

APPENDIX A



Employment History

Ricondo: 1991–Present

Airports, Airlines for America
(previously Air Transport
Association of America, Inc.):
1988–1991

HNTB: 1987–1988

Turner Collie & Braden, Inc.:
1984–1987

Education

Bachelor of Science – Civil
Engineering, University of Illinois

Professional Affiliations

Airports Council International-
North America – Operations,
Planning, Safety, Infrastructure, &
Development Committee
Member

American Association of Airport
Executives – Corporate Member

American Society of Civil
Engineers

National Society of Professional
Engineers

Certifications and Licenses

Professional Engineer
(Florida, Pennsylvania)

Years of Experience

Ricondo: 31

Other Firms: 6.5

Office Location

Chicago, Illinois

Colleen E. Quinn, PE

Senior Vice President

Professional Background



Ms. Quinn has over 35 years of experience in conducting and managing airport design and planning projects at air carrier airports. Her experience includes master planning, airfield planning, sustainability planning, airport utility master planning, airside infrastructure planning, terminal and facility planning, environmental analyses, construction operations analyses and phasing, and airport layout plan development. She brings extensive and varied planning experience at airports of all sizes.

Since joining Ricondo & Associates, Inc. (Ricondo), in 1991, Ms. Quinn has been actively involved in numerous facility and master planning initiatives, such as runway safety area studies for the Cleveland Airport System; master plans for Dallas Love Field, Denver International Airport, Raleigh-Durham International Airport, Milwaukee Mitchell International Airport, and Milwaukee County's Timmerman Airport, sustainability management plans for Tampa International Airport and the Palm Beach County airport system, and aircraft parking and apron utilization analyses and aircraft/airport compatibility assessments, including ramp planning and aircraft maneuvering analyses to address the impact of changing fleets on airports. Her broad experience serves as a foundation for the successful delivery of on-call projects since joining Ricondo.

Ms. Quinn has more than 30 years of experience in the management and delivery of on-call services for multiple airport clients, including managing Ricondo's on-call planning services at Cleveland (Hopkins International and Burke Lakefront), Columbus John Glenn, Dallas (Love Field, Dallas Executive, and Dallas Vertiport), Denver, and El Paso International Airports and supporting on-call planning efforts at Chicago (O'Hare and Midway), Atlanta, Milwaukee Mitchell, and Tampa International Airports.

She has also been involved with several ACRP projects including assessing airport apron management and control programs, the development of best practices applicable to activities in the airport operations area, and the development of an apron planning and design manual. She has also served as project manager or deputy project manager for several terminal planning and programming projects, including terminal development programs and terminal facility planning and program studies at El Paso, Jacksonville, Miami, Midway, Milwaukee Mitchell, and Reno-Tahoe International Airports.

Ms. Quinn has also assisted with facility and infrastructure planning in support of the O'Hare Modernization Program (OMP). In this role, she managed facility implementation and utility infrastructure planning tasks, focusing on development of phased implementation plans for the construction of major OMP components, while minimizing the operational effects of the program.

Her current responsibilities include management and delivery of Ricondo's master plan study at Milwaukee Mitchell International Airport, oversight of on-call planning services provided for the Dallas Airport System, Denver International Airport, and John Glenn Columbus International Airport, and Officer-in-Charge of the master plan study for Milwaukee County's Timmerman Airport.

Education

Bachelor of Science – Civil Engineering, Michigan Technological University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

Years of Experience

Ricondo: 14

Other Firms: 0

Office Location

Denver, Colorado

Daniel G. Rowe

Managing Consultant



Mr. Rowe joined Ricondo & Associates, Inc. (Ricondo) in 2007 following three years with a nationally recognized engineering and planning firm. He has been involved in a wide range of airport planning studies, including master plans, airport layout plans (ALPs), apron and gating analyses, rental car facility planning, roadway and curbside analyses, property map development, and obstruction analyses.

Mr. Rowe assisted with various analyses as part of the Master Plan Update for Denver International Airport, including the determination of facility requirements and the development of alternatives for terminal, landside, and airfield facilities, and he was also involved in other aspects of the study, including a gating strategy analysis, cargo relocation study, rental car relocation study, aircraft rescue and firefighting facility siting, and environmental analyses. He also coordinated the Master Plan Update's 40-page ALP drawing set.

Since the completion of the 2011 Master Plan Update, Mr. Rowe has become the project manager for Denver International Master Plan On-Call Planning Studies, which include ongoing runway planning analyses, an executive summary, and an Automated Guideway Transit System (AGTS) simulation and mobility study. Mr. Rowe's 14-year history at Denver International Airport provides him with insights and understanding of changes at the Airport, which has been utilized in all tasks.

Mr. Rowe managed the Comprehensive Asset Management Plan for Phoenix Sky Harbor International Airport. This study developed a 20-year planning guide for future facilities, such as terminals, support facilities, roadways, and aircraft aprons. He led the team in alternatives development, including an in-depth gating and aircraft parking analysis, as well as stakeholder and public meetings. He also supervised the ALP that integrated all future planned developments into an 18-page drawing set for Federal Aviation Administration (FAA) approval. He is currently the project manager of the Phoenix Sky Harbor International Airport on-call planning study.

Mr. Rowe has supported various airfield planning exercises, including airport traffic control tower siting studies for Denver, Los Angeles, and O'Hare International Airports. Mr. Rowe also managed the airfield analysis and Runway Incursion Mitigation Study for San Francisco International Airport's Airport Development Program, and he also managed the Runway Incursion Mitigation Study for Dallas Love Field.

Mr. Rowe has also completed obstruction analyses and rendered drawings of FAA and International Civil Aviation Organization aeronautical surfaces for Abu Dhabi, Denver, San Diego, and San Francisco International Airports.

Additionally, Mr. Rowe has supported several terminal planning studies, including international processing facility layouts for Abu Dhabi International and William P. Hobby Airports, and terminal phasing plans for Denver and Reno-Tahoe International Airports. Mr. Rowe also helped develop the Airport Cooperative Research Program Report 96, *Apron Planning and Design Guidebook*.

Education

Bachelor of Arts – Social Work and Theology, Briar Cliff College

Masters of Pastoral Studies, Loyola University of Chicago

Professional Affiliations

Aero Club of Washington – Former FAA Liaison to the Board of Governors

Airport Cooperative Research Program – Former FAA Member of the Oversight Committee

Airports Council International– North America – Member

American Association of Airport Executives – Corporate Member

Awards

In addition to numerous FAA and aviation industry awards, Ms. Lang received several Department of Transportation Secretarial awards, including for the Brexit Safety Agreement Team and the Aviation Congestion Team (Gold Medal), and she also received the Tiger Team award for the Aviation and Recovery Act, as well as for 9/11 efforts.

Years of Experience

Ricondo: 1

Other Firms: 37

Catherine M. Lang

Senior Advisor to the Board of Directors



Catherine Lang joined Ricondo & Associates, Inc. (Ricondo) as a Senior Advisor in 2021. She served in senior leadership roles at the Federal Aviation Administration (FAA) for almost 30 years, including 10 years as the Deputy Associate Administrator for Airports, as well as the Director (4 years) and Deputy Director (3 years) of the FAA's Office of Airport Planning and Programming.

The FAA Airports organization provides leadership in strategic planning and development of a safe and efficient national airport system. For 10 years, Ms. Lang was responsible for the day-to-day management and oversight of all programs related to airport safety and inspections, as well as the standards for airport design, construction, and operations (including international harmonization of airport standards). During her tenure, each year the office awarded approximately \$3.3 billion in airport grants and approved passenger facility charge (PFC) collections totaling approximately \$3 billion. The office was also responsible for national airport planning, environmental and social requirements, and policies related to airport rates and charges, compliance with grant assurances, and airport privatization. In addition to these responsibilities, Ms. Lang was instrumental in the rapid and efficient management of funding allocated to the FAA under the American Recovery and Reinvestment Act, and she was the FAA lead on the Department of Transportation (DOT) Aviation Congestion Team that developed and implemented initiatives to address delays and congestion.

While Director of the Office of Airport Planning and Programming, Ms. Lang served as the FAA lead in advancing a PFC increase and ensuring the timely development of implementing regulations. Working with her team, Ms. Lang also oversaw the development of a new national planning approach that fostered the planning and construction of new runways at critical US airports. She also played a critical role in assisting US airport operators post-September 11, 2001.

Ms. Lang began her aviation career with the Chicago Department of Aviation in 1985, serving as the Assistant Commissioner of Aviation. She had various programmatic responsibilities in airport finance, operations, policy, and international route programs, and she managed regulatory and legislative affairs.

Ms. Lang joined the FAA in 1992 as the Assistant Manager of the Policy and Systems Analysis Division in the Office of Policy. A year later, she accepted a position as the chief of staff to FAA Deputy Administrator Linda Daschle, which she held for 3 years. After serving 17 years in the Office of Airports, Ms. Lang served for 6 years as the FAA's Director for the Europe, Africa, and the Middle East Region, for which she was based in Brussels, Belgium, at the US Mission to the European Union. In her final position at the FAA, she served as the Senior Advisor to the Administrator/Deputy Administrator on Workforce matters.

Education

Bachelor of Science – Civil Engineering, Michigan State University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

American Society of Civil Engineers

Certifications and Licenses

Professional Engineer – Illinois and Texas

Years of Experience

Ricondo: 32

Other Firms: 4

Office Location

Chicago, Illinois

R. Douglas Trezise, PE

Senior Vice President



Mr. Trezise joined Ricondo & Associates, Inc. (Ricondo) in 1989. He serves as Ricondo's Vice President in charge of Technical Services and is responsible for the quality of the firm's technical capabilities and staff resources. His experience includes managing and analyzing aviation demand forecasts, benefit-cost analyses, facility operations planning, facility requirements analyses, master planning, strategic planning, and terminal and airfield facility planning.

Much of Mr. Trezise's experience is related to on-call aviation consulting contracts. He has been actively involved in resolving planning issues for the Chicago Department of Aviation's airports for over 30 years, including master/facility planning, forecasting, and strategic planning issues. Mr. Trezise was actively involved in providing services related to the O'Hare Modernization Program (OMP), including managing the OMP master plan and the benefit-cost analysis supporting the Letter of Intent application for federal grant funding.

Mr. Trezise has served as Officer-in-Charge or project manager for master planning projects at several airports, including Charleston International, George T. Lewis (Cedar Key, Florida), Hartsfield-Jackson Atlanta International, O'Hare International, San Antonio International, Tampa International, William P. Hobby, and W.K. Kellogg (Battle Creek, Michigan) Airports. He has participated in master planning for Beirut-Rafic Hariri International, Detroit Metropolitan Wayne County, Midway International, North County (Palm Beach County, Florida), and Palm Beach International Airports, as well as for the airports in Culebra, Fajardo, and Vieques, Puerto Rico.

Mr. Trezise has also participated in terminal facility development projects for Southwest Florida (Fort Myers), Phoenix Sky Harbor, and Tampa International Airports (Airsides E, Airside D, and Airside C), including analyzing facility requirements and developing alternative concepts. He has also managed benefit-cost analyses for runway/airfield development at John Glenn Port Columbus, Los Angeles, Miami, and O'Hare International Airports, as well as prepared Letter of Intent applications for federal grant funding for runway development at Cincinnati/Northern Kentucky International and George Bush Intercontinental Airports.

Since 2012, Mr. Trezise has led the firm's on-call planning services for Hartsfield-Jackson Atlanta International Airport, including serving as project manager for the airport master plan completed in 2015. This master plan sets the path for development at the airport through 2031, and it includes expansion of the terminal system through new concourse development and expansion of the airfield through new runway development. On-call assignments have covered a wide array of subjects, such as airside facility development (aircraft rescue and firefighting, maintenance, cargo, and ground support equipment facilities), parking facilities (garage replacement, new remote lots), and ground transportation facilities (ground transportation center relocation and curbside planning).



CHRIS ADAMS, PE

SENIOR PROJECT ENGINEER, STRUCTURAL ENGINEERING

With 12 years of structural engineering experience, Chris has been involved in the structural design and project management of a variety of projects including airport, sports and recreation, educational, cultural, and criminal justice facilities. His design experience includes cast-in-place and precast concrete, structural steel, reinforced masonry, structural glass, fiber-reinforced polymers, and wood.

RELEVANT PROJECTS

**Denver International
Airport (DEN) Great Hall
Redevelopment** Denver, CO

DEN Structural On-Call
Denver, CO

**DEN Trautman & Shreve Inc.
Crane Plan Analysis** Denver, CO

**DEN Trautman & Shreve Inc.
Mechanical Support** Denver, CO

**Jackson Hole Airport Terminal
Expansion** Jackson, WY

**Los Angeles International
Airport (LAX) Tom Bradley
International Terminal**
Los Angeles, CA

**LAX Alaska Airlines Terminal 6
Addition** Los Angeles, CA

1144 Fifteenth Denver, CO

**Colorado Convention Center
Expansion** Denver, CO

**National Western Center
Equestrian Center** Denver, CO

UCHealth Training Center
Denver, CO

**Red Rocks Amphitheatre Stage
Roof Replacement** Morrison, CO

Colorado Center Tower 3
Denver, CO

**High Point University Nido
and Mariana Qubein Arena,
Conference Center, and Jana and
Ken Kahn Hotel** High Point, NC

Rapid City Arena Rapid City, SD

Denny Sanford Premier Center
Sioux Falls, SD

EXPERIENCE

12 years in Industry
10 years with Martin/Martin

EDUCATION

MS, Civil Engineering
University of Kansas, 2009

BS, Architectural Engineering
University of Wyoming, 2008

BS, Mathematics
University of Wyoming, 2008

REGISTRATIONS

Professional Engineer
CO 48996

AFFILIATIONS

American Institute of
Steel Construction



Charles Aguirre, C.E.P.

Principal Estimator

Charles is a construction industry leader in creating best practices for technical methods and processes for the many areas related to Total Cost Management for over 35 years. Throughout his career, he has developed reliable schedules and cost estimates to support project teams throughout the design and capital development process. Charles has supported and led estimating and scheduling teams on many aviation capital development programs in the U.S. These capital programs each had complex phasing, unique construction, security restrictions and in-flux stakeholder requirements.

Years of Experience:

With APR: 7

Total: 35+

Education:

- B.S., Ocean Engineering, Texas A&M University

Registrations:

- Certified Estimating Professional (C.E.P.)
- Engineer In Training (EIT)

Associations:

- AACE International
- American Society of Professional Estimators (ASPE) – Member

Selected Project Experience

- Denver Project Controls, Denver, CO
- Denver Int'l. Airport South Terminal Redevelopment Program, Denver, CO
- ATLNext Program, ATL Airport, Atlanta, GA
- South Domestic Parking Deck Phase 1, ATL Airport, Atlanta, GA
- ABIA Temporary Gate Alternatives, Austin TX
- HAS Airport Big Top & Baggage Handling System, Houston, TX
- Estimating, Cost Management, and Scheduling Services, DFW Airport, TX
- DFW Commercial Development Program, DFW Airport, TX
- DFW Airport Infrastructure Capital Projects, Dallas, TX
- Terminal B/C Long-Term Redevelopment Program, DCA Airport, Washington, D.C.
- New North Concourse, DCA Airport, Washington, D.C.
- Planning/Master Planning Services, MIA, Miami, FL
- Strategic Master Planning Services for HCAA, TPA Airport, Tampa, FL
- Terminal 4, FLL Airport, Ft. Lauderdale, FL
- AA Terminal Modernization Program, PHL Airport, Philadelphia, PA
- FLL Terminal 5 Program, Broward County Aviation Dept., Ft. Lauderdale, FL
- IAD Airport Concourse Study, Dulles, VA
- PIT Airport Runways, Pittsburgh, PA
- SRQ Airport ATO Office Improvements, Sarasota, FL
- Terminal 2 West Expansion, San Diego Int'l. Airport, San Diego, CA
- Automated Train System & Facilities, Phoenix Int'l. Airport, Phoenix, AZ
- Fuel Cell and Corrosion Control Hangar, Lackland ARB, TX
- TXDOT Facilities Statewide IDIQ A/E Services
- Dallas Rapid Transit Authority Red and Blue Line Platform Extensions, Dallas, TX
- DART Light Rail Phase 2 Build-Out, Dallas, TX
- DART Project Controls, Dallas, TX
- DART Management, Engineering, and Systems Support, Dallas, TX
- Ft. Worth Trinity Metro Rail IDIQ, Ft. Worth, TX
- Social Security Administration On-Call, 20+ Projects, Nationwide
- U.T. Southwestern Medical Center, Dallas, TX
- NIH National Institute of Advancing Translational Sciences, Bethesda, MD
- NIH Replacement Space for Neuroscience and Data Center, Bethesda, MD

Education

Bachelor of Science – Aviation
Business Administration/Airport
Management, Embry-Riddle
Aeronautical University

Master of Business
Administration, Embry-Riddle
Aeronautical University

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Certified Member

American Association of Airport
Executives – Northwest Chapter

Years of Experience

Ricondo: 20

Other Firms: 1

Office Location

Bellevue, Washington

Jason M. Apt, CM

Managing Consultant



Mr. Apt joined Ricondo & Associates, Inc. (Ricondo) in 2002 and has over 20 years of experience in multiple airport planning disciplines, including significant experience in airport business and financial planning. He has expertise in developing and using financial models for a broad range of airports and serves as Ricondo's technical lead for financial services.

Mr. Apt is currently serving as Project Manager for on-call financial services for the Port of Seattle, Project Manager for on-call financial services for the Houston Airport System, and Project Manager for on-call financial services for the Sacramento County Department of Airports. He recently served as the lead planner for the Boise Airport Master Plan Update, including all financial planning tasks, and is leading the financial planning for a replacement terminal at Hollywood Burbank Airport. Additionally, he is conducting Customer Facility Charge cash-flow modeling for the State of Hawaii Department of Transportation, Airports Division, in support of a statewide comprehensive consolidated rental car development program and is leading financial planning tasks in support of a runway realignment and terminal construction program at Pullman-Moscow Regional Airport. He recently served as Project Manager for a new airline agreement at Sacramento International Airport and conducted a general aviation business analysis for Raleigh-Durham International Airport.

Mr. Apt previously served as Project Manager for on-call financial services for Los Angeles World Airports and delivered a variety of financial services for Los Angeles International Airport over an eight-year period, which included capital improvement program analyses, rates and charges modeling, cost allocation studies, revenue bond feasibility studies, and implementation of a new terminal rate structure.

Mr. Apt helped complete a comprehensive financial performance review and assessment study for Mineta San José International Airport and led the preparation of applications in support of Airport Improvement Program (AIP) funding for O'Hare International Airport through the FAA's Voluntary Airport Low Emissions program. He has also led the development of financial plans in support of airport master plans, including Denver International, Boise, Friedman Memorial, Sacramento International, Stockton Metropolitan, and Laredo International Airports, as well as for Dallas Love Field.

Serving in a lead role, Mr. Apt prepared benefit-cost analyses (BCA) and AIP Letter of Intent applications for an end-around taxiway system at Dallas Fort Worth International Airport, airfield improvements at Ronald Reagan Washington National Airport and San Diego International Airport, as well as for a replacement commercial service airport in Williston, North Dakota. He also managed a BCA for the acquisition of Automated Weather Observing System equipment for Idaho County Airport, served as the lead planner on a BCA for a proposed commercial service airport in Mesquite, Nevada, and supported a BCA for a crossfield taxiway at Phoenix Sky Harbor International Airport.

In addition to his airport business and financial planning experience, Mr. Apt has experience in airport environmental planning, airfield planning and simulation, terminal planning, land use planning, aviation activity forecasting, operational analyses, and airport access/parking planning. He is proficient in the use of Geographic Information Systems and is a licensed instrument-rated private pilot.



KEVIN ASHBY AIA, LEED AP
PRINCIPAL / CHIEF DESIGN OFFICER

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

EDUCATION
Bachelor of Science,
Architecture
University of Southern California

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

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

PROFESSIONAL ORGANIZATIONS
American Institute of Architects
(AIA), Member

YEARS OF EXPERIENCE
40

YEARS WITH IRON HORSE
3

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

DEN Ground Transportation Building, Denver, CO

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

DEN Hotel & Transit Center, Denver, CO*

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

Theodore (Ted) C. Barker: Transit Technology Specialist Senior O&M Specialist**Education**

M.S. Industrial
Engineering, West
Virginia University

B.S. Industrial
Engineering, West
Virginia University

**Certifications/
Licenses**
N/A

**Length of
Employment**
33 years

Years of Experience
51

**Professional
Affiliations**
Institute of Industrial
Engineers

Mr. Ted Barker has 51 years of experience in the automated people mover industry, specifically in Operations & Maintenance. He has provided program management for numerous APM systems around the world. He has been with Lea+Elliott for 33 years. Ted was the Project Manager for the engineering, planning and design of the original DEN AGTS. Prior to joining Lea+Elliott, Ted served as the first operations manager for the West Virginia University Morgantown Personal Rapid Transit System, one of the first and most complex systems ever installed. Later, at UTDC (now Bombardier Transportation), he was project manager for implementation and operation of the automated Vancouver SkyTrain. Subsequently, Ted directed the operations and maintenance organization for the automated, light rail Detroit Downtown People Mover.

Relevant Experience**Denver International Airport (DEN) On-Call Airside Planning Services: Senior Operations Specialist:**

Lea+Elliott assisted in airside planning on an on-call basis at DEN. The work included assessing the current and enhanced AGTS system operational capacities, providing a benchmark of the AGTS system relative to other airports, identifying potential enhancements to increase capacity, and review and comment on long-term AGTS system expansion alternatives. Mr. Barker provided support for the Operations Analysis.

Client: City and County of Denver, Department of Aviation

Denver International Airport (DEN) Automated Ground Transportation System (AGTS): Project Manager:

Mr. Barker developed bid documents for the acquisition/renewal of operations and maintenance services for DEN's AGTS. He participated in the evaluations of bid submittals and proposers' presentations and interviews and negotiations. He also developed technical specifications and related contract documents and materials for the vehicles, automated train control, communications, and facilities of the automated transit system, evaluated proposals and assisted in the negotiations. He participated in all design reviews, interface meetings and supported the city in

supervising the design and implementation of the transit system. He evaluated CDRL submittals and test plans and procedures; participated in construction progress meetings and subsystem, integration and System-level tests comprising the test and acceptance program; monitored O&M staff training and assisted in the verifying of satisfactory completion of all contract compliance items. Mr. Barker performed ridership, queuing and wait-time analysis in conjunction with operation of automated trains of increased length and capacity and performed analysis to assist in planning for airport growth and additional automated train operations. This involved evaluating current modes of operation and utilization of the MSF areas and generating a list and description of potential capital projects to be considered as train ridership increases.

Client: City and County of Denver, Department of Aviation

Other Relevant Experience

Atlanta Airport Plane Train ATC Upgrade: [Senior O&M Specialist](#)

Miami Airport North Terminal Skytrain: [Senior O&M Specialist](#)

Phoenix Sky Harbor Airport PHX Sky Train®: [Senior Engineer](#)

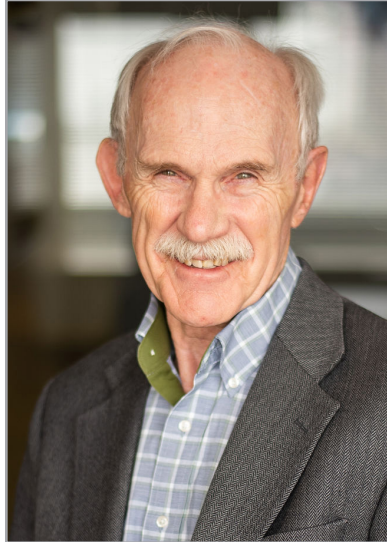
George Bush Intercontinental Airport Skyway O&M Review: [Senior O&M Specialist](#)

Washington Dulles Airport AeroTrain: [Senior O&M Specialist](#)

STEPHEN W. BENNETT

PE

Fueling Engineer



Mr. Bennett has been providing fueling engineering design for over 20 years. His design expertise includes design for installation of new fuel pits, including EFSO, Cathodic Protection and Grounding.

EDUCATION

Master of Business Administration
University of Colorado Denver
Bachelor of Architecture
Iowa State University

ORGANIZATIONS

Airport Consultants Council

ABOUT

FUELING

Phoenix-Mesa Gateway Airport, Phoenix - AZ

Project Executive for the the initial study and follow-up engineering design for the provision of additional Jet A fuel storage capacity in the form of three 50,000-gallon gross size double wall storage tanks at the Phoenix-Mesa Gateway Airport. Swanson Rink provided 100% design documents in addition to construction administration services for this project.

General Mitchell International Airport, Milwaukee, MI

Project Executive for the redevelopment of the international terminal, which includes hydrant fueling design, cathodic protection design, updating the EFSO, and providing system interface.

Denver International Airport (DEN) Gate Apron Rehabilitation, Denver, CO

Project Executive for the design and construction administration services for raising and relocating hydrant pits affected by the apron rehab project. This also included valve vault modifications, EFSO wiring upgrade, repair of bonding system and augmentation of existing cathodic protection system sacrificial anodes.

DEN Concourse A East Jet Fuel Distribution Relocation, Denver, CO

Provided fueling design for the relocation of the existing Jet Fuel Distribution (JFD) line to the North to accommodate the construction and operation of a new, temporary Commuter Holdroom facility. The project also included the installation of three (3) new Fuel Valve Vaults and six (6) new fuel Hydrant Pits for in-to-plane fueling at the new Commuter Facility.

DEN Concourse C West Apron Fueling, Denver, CO

Project Manager for the extension of the existing fuel lines, six new fuel pits and isolation valve pits. Additional work included specifications and drawings for fueling system modifications, design and necessary electrical design for system grounding and lead detection.

DEN Concourse A West Expansion Fueling System, Denver, CO

Project Manager for the hydrant fueling services for Concourse A, which included two sets of pit additions (2 pits each). As a part of the overall design for the expansion of Concourse A, Swanson Rink designed additional Hydrant Fuel pits including EFSO, Cathodic Protection, Grounding and additional design for added isolation.

DEN Turbine Fuel Storage, Denver, CO

Project Manager assigned to analyze the aircraft fueling system at DEN and make recommendations for any necessary modifications.

Seattle-Tacoma International Airport Fuel System Modifications, Seattle, WA

Project Executive for fueling system design support for the installation of nine new hydrant fueling pits at Seattle Tacoma International Airport (STIA); six at the South Satellite in relation to parking positions at gates S6, S8, S9a, S9b, S10a and S10b; two at Concourse A, (A4 and A5); and one at Concourse B (B6).

SEA Fueling Commissioning Services

Project Executive for the commissioning of 10 new fueling pits, 5 on B Concourse and 5 at Cargo 7. The project included a new service from the existing High Pressure 20 inch fuel main at SEA.

PROJECT EXPERIENCE

Education

Bachelor of Science – Aviation Administration, Indiana State University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

American Planning Association

Years of Experience

Ricondo: 17

Other Firms: 18

Office Location

Chicago, Illinois

Joseph J. Birge

Director



Mr. Birge joined Ricondo & Associates, Inc. (Ricondo) in 2004. He has over 35 years of aviation experience, both as an airport planning consultant and as an airport executive. This experience gives him an in-depth understanding of the issues and challenges facing airport operators, and it provides him with the knowledge to develop practical solutions. Mr. Birge has managed numerous planning and facility development projects for all types of airport facilities, ranging from large- to small-hub airports in the United States and internationally.

Mr. Birge currently serves as the Project Manager for the On-Call Planning and Environmental Study Services project at Pittsburgh International Airport, and he also serves as Project Manager for Ricondo's role in the Airfield and Terminal Modernization Project for Los Angeles International Airport. Additionally, he served as Project Manager for the following projects: the On-Call Technical Airport Planning Consulting Services project at San Diego International Airport; the Master Plan Update for Pittsburgh International Airport; and the Midfield Satellite Concourse Terminal and Environmental Planning Services project and Airfield On-Call Planning Services contract for Los Angeles International Airport.

For the On-Call Planning and Environmental Study Services work that Mr. Birge provides for Pittsburgh International Airport, his assignments have included the development of terminal design standards, terminal requirements and conceptual plans, and planning studies associated with wayfinding, cargo facilities, airport land use, and airfield/ airspace.

For the Airfield and Terminal Modernization Project for Los Angeles International Airport, Mr. Birge has assisted in developing site plans for two new terminal facilities, reconfiguration of the airport's entrance roadways, safety improvements to the taxiway system, cost estimates, and preliminary construction plans for all facilities.

For the On-Call Technical Airport Planning Consulting Services work for San Diego International Airport, Mr. Birge's assignments included the development of terminal concepts and planning studies associated with roadways, public parking, CONRAC support, cargo, airport land use, and airfield facilities.

Also, for Pittsburgh International Airport's Master Plan Update, Mr. Birge's effort focused on the reconfiguration and modernization of terminal facilities to reflect an operational change in the airport from an airline hub to an origination and destination facility. Terminal planning studies focused on the modernization of the passenger terminal and concourses, baggage systems, security systems, and passenger conveyance systems. These studies concluded with the development of terminal project definition documents. Additionally, other functions of the airport were analyzed, including the airfield and airspace, cargo and support facilities, and the reconfiguration of rental car facilities and terminal roadway system.

Mr. Birge is a past member of the Steering Committee for Airports Council International's (ACI) Operations and Technical Affairs Committee, and he has been a participant and speaker on a variety of aviation issues through his membership in ACI and the American Association of Airport Executives, as well as through local citizen groups.

Education

Bachelor of Arts – European Studies, Davidson College

Master of Business Administration – Marketing, UCLA Anderson School of Management

Professional Affiliations

International Parking and Mobility Institute – Member

Airport Ground Transport Association Member

Airports Council International–North America – Member

American Association of Airport Executives – Corporate Member

Speaking Engagements

"Parking Commercial Management," ACI Business of Airports Conference, Phoenix, Arizona, 2019

"Parking Transformation," AAAE National Airport Economic Development Conference, Indianapolis, Indiana, 2019

Publications

ACRP Research Report 225, Chapter 7, "Rethinking Airport Parking Facilities to Protect and Enhance Non-Aeronautical Revenue," February 2021

Certifications and Licenses

AAAE Certified Member

Years of Experience

Ricondo: <1

Other Firms: 30

Office Location

Alexandria, Virginia

Jenna P. Buckner, CM

Director



Ms. Buckner joined Ricondo & Associates, Inc. (Ricondo) in 2022. She has more than 16 years of experience in the airport industry, with deep expertise in landside commercial management, operations, and technology. Ms. Buckner has served as an executive for private and public airports, as well as served as a consultant and business owner, overseeing parking, ground transportation, and rental car divisions and projects at more than 25 airports worldwide. Ms. Buckner's multidisciplinary approach to creating customer and revenue-focused growth strategies is bolstered by her 15 years of experience leading marketing, sales, and customer service for global brands, which she gained prior

to entering the airport industry.

Ms. Buckner's landside projects include the development and implementation of parking and ground transportation commercial strategy; revenue projections and program return on investment measurement; benchmarking and rate-setting studies; specification, procurement, and implementation of software and hardware systems, including parking access and revenue control, online booking, license plate recognition, parking guidance, and automatic vehicle identification systems; creation and review of contracts for systems, operations (management, concession, maintenance), marketing, and service agencies; development and implementation of consumer research, branding, and marketing strategy; and guidance on reporting, data analytics, and yield management.

As an expert in parking online booking strategy and implementation, Ms. Buckner has led multifaceted projects at major US airports, including Charlotte Douglas, Dallas Fort Worth, Minneapolis–St. Paul, Phoenix Sky Harbor, Raleigh-Durham, Seattle-Tacoma, and Tampa International Airports, as well as for the Port Authority of New York and New Jersey.

At Seattle-Tacoma International Airport, Ms. Buckner provided strategy, financial analyses, and implementation services for launching parking online booking. This multiyear engagement included trend analysis, strategy, revenue justification, and financial projections for implementing an online booking system with multiple products and variable pricing. It also included the following: specifying and assisting in the procurement of an online system, supporting the integration of the online booking and parking revenue control systems, leading consumer research for parking product development, developing an operational plan for a nested reserved area, providing outsourced 24-hour customer service with standardized responses, procuring a marketing agency, and developing plans and content for internal and external communications.

Ms. Buckner also applies commercial best practice to landside design and construction. At Hollywood Burbank Airport, she conducted a design review for commercial optimization of a new parking structure and ground transportation staging, circulation, and curb allocation. This study included designing for product and revenue maximizations, product trend analysis and forecasts, consideration of charging mechanisms and system requirements, and opinions of probable cost.

Prior to joining Ricondo, Ms. Buckner led commercial parking at the Metropolitan Washington Airports Authority, as well as consulted for her own firm and the Dublin Airport Authority. She also served as General Manager for Parking and Transport at Brisbane and Sydney Airports in Australia, as well as Executive Vice President of Marketing and Sales at a multistate off-airport parking provider.

Education

Bachelor of Science – Economics,
George Mason University

Professional Affiliations

Air Cargo Committee

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Transportation Security
Administration Cargo Task Group

Speaking Engagements

Transportation Research Board
90th Annual Meeting, “Air Cargo
Facility Planning, Adapting
Facilities Planning to the New
Operating Environment,”
Washington, D.C., 2011

American Association of Airport
Executives Airport Planning
Design and Construction
Symposium, Air Service: What are
the Realities? “Air Cargo
Development,” Reno, Nevada,
2006

13th ACI Pacific Regional
Assembly and Conference, “TSA
Security Requirements: U.S.
Regulations Impacting an
International Market,” Honolulu,
Hawaii, 2003

Years of Experience

Ricondo: 7

Other Firms: 20

Office Location

Alexandria, Virginia

Kenneth Bukauskas

Associate Director



Mr. Bukauskas joined Ricondo & Associates, Inc. (Ricondo) in 2014 with nearly 20 years of experience in air cargo market analysis, air cargo forecasting, and market development programs, including domestic and international markets, integrated cargo airline development, and shipper/forwarder/airline relationships. Market assessments and development programs have included country-to-country commodity flows, market rates and manufacturing production, airport market diagnostic studies, and air cargo strategic facilities planning.

Mr. Bukauskas has served as Project Manager for cargo strategic planning studies for the airports serving Costa Rica, Dallas Fort Worth, El Paso, Miami, and Vancouver. In addition, he assessed the cargo market potential and facility development plan for Chhatrapati Shivaji International Airport, Mumbai, as part of the airport master plan.

His work at Dallas Fort Worth and Miami International Airports consisted of detailed market analyses, including the various forms of air cargo capacity (integrated, mixed, passenger), shipper and manufacturer concentration, and strategic planning with regard to integrated carrier development and facility utilization. Studies at Abu Dhabi, Hong Kong, and Vancouver International Airports focused on current market conditions and development of a cargo strategic plan, which incorporated future land use and strategies for attracting international freighter activity.

While working in Costa Rica and Panama, Mr. Bukauskas developed an understanding of north/south cargo flows and carrier regional network development strategies through direct communication with Latin cargo operators and route-planning managers. He also assisted the airport operator in Lima, Peru, with its cargo facility master plan, which included specialized handling systems for its perishables market.

Mr. Bukauskas also has assisted a number of airport operators with regard to their integrated carrier (e.g., FedEx and United Parcel Service) activity. Prior employment as an operational manager with United Parcel Service has proven valuable to clients in planning and implementing strategies aimed at increasing activity and operations.

He also developed a worldwide traffic flow model using US Department of Commerce trade data, government manufacturing input/output tables, and United Nations trade data to assess export production from country of origin, airport of international lift, and destination country.



Professional Credentials

- M.S., Civil Engineering, University of Kentucky
- B.S., Civil Engineering, U.S. Coast Guard Academy
- P.E. in FL (#62365)

Professional Affiliations

- Women's Transportation Seminar (WTS)

Jill Capelli, P.E.

Role: Aviation

Years at Kimley-Horn: 23 | **Total Years of Experience:** 23

Jill is a senior transportation engineer who specializes in traffic engineering, transportation modeling/planning, and Intelligent Transportation System (ITS). She has 23 years of experience in project management, security and communications design, and deployment of communications networks and their subsystems that comprise computer control and management systems. She also is experienced with simulation modeling, intersection analysis, and multimodal simulation software. Key projects include bus rapid transit/transit signal priority planning and implementation, access control with CCTV design and implementation, and numerous transportation studies evaluating pedestrian, transit, and vehicle access through simulation modeling.

Relevant Experience

Omaha Airport Authority, Eppley Airfield Terminal Area and Airport Master Plan, Omaha, NE – Project Engineer

Port Authority of New York and New Jersey, Newark Liberty International Airport Terminal A Redevelopment, Newark, NJ – Project Engineer

El Salvador International Airport Master Plan Update, San Salvador – Project Engineer

Orlando International Airport, BP-374: Airsides 2 and 4 Ramp Rehabilitation, Orlando, FL – Project Engineer

Fort Lauderdale-Hollywood International Airport, General Engineering Consulting Services, Fort Lauderdale, FL – Project Engineer

Southwest Florida International Airport (RSW), General Engineering Consultant and Project Specific Consultant, Fort Myers, FL – Project Engineer

PortMiami Command and Control Center Design and Integration, Miami, FL – Project Manager

Hennepin County Regional Railroad Authority, Stage I Transportation Interchange Environmental Assessment, Hennepin County, MN – Project Planner

Orlando International Airport, Continuing Civil Engineering Services, Orlando, FL – Project Engineer

Tallahassee-Leon County ITS Master Plan, Tallahassee, FL – Project Manager

ITS Master Plan, MetroPlan Orlando, Orlando, FL – Task Lead

Education

Bachelor of Science Engineering,
University of Cordoba
(Argentina)

Master of Engineering, University
of Maryland

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Institute of Transportation
Engineers

International Road Federation

Member of Transportation
Research Board Standing
Committee on Airport Terminals
and Ground Access (AV050)

Speaking Engagements

Regular speaker at events
sponsored by the Institute of
Transportation Engineers,
Transportation Research Board,
Virginia Section Institute of
Transportation Engineers, and
PTV Users Group Meeting

Publications

"Queue Analysis at Toll and
Parking Exit Plazas: A
Comparison between Multi-
Server Queuing Models and
Traffic Simulation" (2004)

Years of Experience

Ricondo: 3

Other Firms: 26

Office Location

Alexandria, Virginia

Gustavo A. Ceballos

Director



Mr. Ceballos joined Ricondo in 2018 and has more than 30 years of experience in transportation planning and traffic engineering, including more than 17 years of specific experience in airport landside planning. His expertise encompasses airport terminal access and circulation roadways, curbside analysis, traffic and pedestrian simulation modeling and analysis, parking studies and parking functional design, commercial vehicle facility planning, rental car facility planning and functional design, traffic impact analysis, and traffic signal design.

He has either managed or served as the landside expert lead for more than 50 airport landside planning projects for both domestic and international airports, ranging from the busiest airports in the United States to small airport military facilities. His expertise includes the development of highly sophisticated simulation models that integrate the complexities, dynamics, multimodal, and multi-behavioral interaction of all landside components within an airport system. Mr. Ceballos is Ricondo's Landside Technical Service Coordinator in charge of providing subject matter expertise, overseeing landside planning projects across the firm, and training and developing landside personnel.

For the Houston Airport System (HAS), Mr. Ceballos serves as landside specialist for the advanced planning at Terminal A and Terminal D/E, conducting several landside capacity analyses for roadways, curbside, parking and other ground transportation facilities to determine existing and future landside requirement under several future passenger activity scenarios.

He led several airport master planning efforts for Miami International Airport. For the Study of Potential Effects of Relocating Employee Parking to the Terminal Core, he updated the existing public and employee parking demand for the airport, the estimated future parking projections based on current aviation demand forecasts, and identified potential deficiencies in public and employee parking capacity. He also analyzed potential impacts on terminal roadway operations by incorporating employee parking to the terminal core. For another study, the Taxi and Transportation Network Company (TNC) Staging Facilities Relocation, he identified staging locations for taxis and TNC vehicles and evaluated potential traffic impacts on the off and on-airport roadways. For a third study, the West Cargo Area Expansion Access and Circulation Study, he assessed the roadway network in the vicinity of the West Cargo Area and determining potential traffic impacts associated with the several phases of future cargo expansion.

Additionally, Mr. Ceballos was the landside lead for the Eppley Airfield (Omaha) Terminal Modernization Program, where he oversaw validating the landside components of current airport Master Plan and provided curbside, access, parking, and circulation requirements and future concepts in response to proposed terminal developments. In addition, Mr. Ceballos led the landside component of the Master Plan Update for Hartsfield-Jackson Atlanta International Airport.

Prior to joining Ricondo, Mr. Ceballos managed landside planning efforts for several other airports, including Charlotte Douglas International, Detroit Metropolitan Wayne County, George Bush Intercontinental, Hartsfield-Jackson Atlanta International, Ronald Reagan Washington National, Salt Lake City International, Seattle-Tacoma International and Washington Dulles International Airports.

Education

Bachelor of Science –
Architecture, Georgia Institute of
Technology

Master of Architecture – Urban
Design, Catholic University

Certifications and Licenses

Registered Architect, Virginia

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Years of Experience

Ricondo: 13

Other Firms: 33

Office Location

Alexandria, Virginia

Joseph M. Chang, RA

Vice President



Mr. Chang joined Ricondo & Associates, Inc. (Ricondo) in 2008. He has practiced architecture and planning for over 45 years, with the past 27 years concentrated on airport planning. He has been a key contributor to major airport development in the United States and abroad, with responsibilities that have included serving as the principal terminal planner or client officer-in-charge.

Over the past two years, Mr. Chang has been managing an on-going effort to develop a long-term vision and near-term plan for redeveloping the terminal area at Dallas-Ft. Worth

International Airport to improve airline hubbing operations and passenger experience. In 2019, he led the program definition documentation for a 16-gate international airside at Tampa International Airport that will guide detailed design. It will include a 1,700 peak hour capacity International Arrivals Facility and is scheduled to open around 2024.

Since 2015, Mr. Chang has served as Officer-in-Charge to the Allegheny County Airport Authority for updating Pittsburgh International Airport's Master Plan and, more recently, for providing on-call comprehensive planning services. A collaborative outreach program with the airport's airline partners in conjunction with a robust business case financial analysis has resulted in consensus for a \$1.1 billion capital investment program to right-size and modernize the terminal complex. This will reflect the changeover from a large-hub airport to an origin and destination airport to better serve the region's market. The project is currently under design.

Since 2013, Mr. Chang has served as Officer-in-Charge for the delivery of on-call comprehensive planning services to the Metropolitan Airports Commission, the owner and operator of Minneapolis–Saint Paul International Airport and six reliever airports. Under this contract, Ricondo has supported the Commission's 2033 Long Term Comprehensive Plan for Minneapolis–Saint Paul International Airport and is now providing aviation forecasting and terminal planning services for the 2040 Plan as part of the Commissions 5-year capital programming process.

Mr. Chang has provided terminal planning support for Ricondo's ongoing assignments at important US gateway airports, including Orlando International Airport, Boston Logan International Airport and Miami International Airport, where he is supporting the airport's facilities program and concept refinements for the Central Terminal Redevelopment Project (2015–2016), as well as development of program definitions for the modernization of Concourse F and expansion of the South Terminal.

Mr. Chang has participated in several important airport strategic planning and visioning assignments that have evaluated the future state of an airport, including the Vision Plan for John F. Kennedy International Airport (January 2017) and Strategic Visioning for development of Washington Dulles International Airport, which has set the groundwork for Ricondo's engagement in the Master Plan for the Airport. Mr. Chang also supported the Strategic Infrastructure Plan for Manchester Airport, United Kingdom (2014–2015), which resulted in a \$1.4 billion program that was subsequently adopted by the airport's private owner (Manchester Airports Group).



Professional Credentials

- B.S., Civil Engineering, Texas A&M University
- P.E. in CO (#51556), TX, WA, and WY

Professional Affiliations

- Institute of Transportation Engineers, Colorado/Wyoming Section Executive Committee Member
- Association of Pedestrian and Bicycle Professionals, Member

Matt Ciarkowski, P.E.

Role: Traffic/Roadway Engineer

Years at Kimley-Horn: 15 | **Total Years of Experience:** 15

Matt's engineering career is focused on roadway engineering design and planning projects for municipal clients. His project experience includes traffic signal designs, roadway design, roadway widening, ADA compliance, trail and pedestrian improvements, traffic control plans, traffic impact studies, and other transportation-related studies. Matt maintains a wealth of traffic signal design experience having designed over 100 traffic signals in Colorado and across the U.S. Matt recently managed the Alameda Avenue and I-225 Widening project for the City of Aurora, which included reconstructing three traffic signals, roadway widening, signing and striping, and sidewalk/curb ramp and accessibility design. Matt's exposure to many different project types has allowed him to obtain a wealth of knowledge and experience in the design and planning of roadway, transportation, and mobility projects.

Relevant Experience

Pitkin County, Program Management Services for the Aspen/Pitkin County Airport Capital Improvement Project, Aspen, CO – Project Engineer

City and County of Denver, On-Call Community Networks Planning Services, Denver, CO – Project Manager

City and County of Denver, South Broadway Multimodal Transportation Design Project, Denver, CO
– Deputy Project Manager

City of Aspen, As-Needed Civil Engineering Services, Aspen, CO – Project Engineer

City of Aurora, Alameda Avenue Improvements at I-225 Ramps, Abilene Street, and Crystal Street, Aurora, CO
– Project Manager

City of Aurora, Aurora Harvest Road Improvements – North of Orchard, Aurora, CO – Project Engineer

ACC Metropolitan District, Piccadilly Road and 26th Avenue Roadways, Aurora, CO – Project Manager

City of Aurora, Heather Gardens Pedestrian Crossing, Aurora, CO – Project Manager

City of Arvada, Pedestrian/Bicycle Consultant, Arvada, CO
– Project Manager

Education

Bachelor of Science – Biology,
Environmental Resources and
Science, Trent University

Geographic Information Systems
Application Specialist, Fleming
College

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Years of Experience

Ricondo: 5

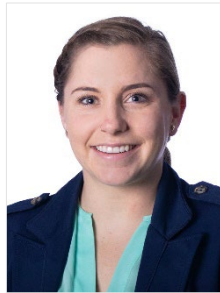
Other Firms: 0

Office Location

Chicago, Illinois

Katelyn E. Doughty

Senior Consultant / GIS Lead



Ms. Doughty joined Ricondo & Associates, Inc. (Ricondo) in 2016. She has 5 years of experience conducting and managing Ricondo's Geographic Information Systems (GIS). She is responsible for technical analysis and GIS-related support relevant to various airport planning tasks and the Federal Aviation Administration (FAA) Airport GIS (AGIS). She is proficient in GIS applications and associated software packages; her knowledge in programming and modelling has been helpful in automating GIS tasks. Ms. Doughty has played a key role in Ricondo's GIS efforts, including data collection, management, quality control and assurance, and updates. She is responsible for generating cartographic products and exhibits to be used in client documents, reports, and presentations.

Ms. Doughty is working closely on airport noise modelling, land use analyses, airspace evaluations, AGIS, and aviation activity forecasting for existing and future scenarios. She has supported GIS efforts of noise exposure analyses for several airports, including Boston Logan, San Diego, and Washington Dulles International Airports. Ms. Doughty contributes to noise exposure contour analysis using GIS applications to provide inputs and outputs processing for the FAA's Aviation Environmental Design Tool (AEDT). She evaluates land use and sensitive areas impact, such as community buildings, population, and housing. Most recently, Ms. Doughty assisted the AEDT inputs, output processing, and data visualizations for the San Diego International Airport Traffic Procedure Assessment. Ms. Doughty has supported AGIS efforts at multiple airports, including Orlando International Airport and Boca Raton Airport.

Ms. Doughty is also responsible for data visualizations and geospatial analyses for projects in compliance with the National Environmental Policy Act (NEPA), facilitating Ricondo's Environmental Assessment (EA), Environmental Impact Statement, and Categorical Exclusion documentation. Ms. Doughty has created numerous exhibits for a diverse range of projects. This broad range of focus has enabled her to work on numerous airports, nationwide and internationally.

Education

Bachelor of Science, Cum Laude
– Public Administration, James
Madison University

Master of Administration,
University of Lynchburg

Professional Affiliations

Accredited Airport Executive –
American Association of Airport
Executives

Airports Council International-
North America – Member

Speaking Engagements

AAAE Rates and Charges
Workshop; Baltimore, Maryland;
Emcee and Speaker; “Rates &
Charges 101: Cost Center
Allocations” and “Interactive
Financial Modeling Workshop:
Understanding the Impacts to
Rates & Charges” (2021)

AAAE Rates and Charges Virtual
Workshop; “Fundamentals for
Calculating Airline Rates &
Charges: Cost Center Allocations”
(2020)

AAAE Rates and Charges
Workshop; Savannah Georgia;
Speaker; “Rates & Charges 101:
Cost Center Allocations” (2019)

AAAE Rates and Charges
Workshop; Savannah Georgia;
Speaker; “Interactive Financial
Modeling Workshop:
Understanding the Impacts to
Rates & Charges” (2019)

Publications

“Practices to Develop Effective
Stakeholder Relationships at
Small Airports,” Airport
Cooperative Research Program

Years of Experience

Ricondo: 5

Other Firms: 33

Office Location

Alexandria, Virginia

Bryan O. Elliott, AAE

Vice President



Mr. Elliott joined Ricondo & Associates, Inc. (Ricondo) in 2016, after serving in senior leadership roles in the public sector for 30 years and serving as an airport consultant with other firms for over 10 years. Mr. Elliott has coordinated the funding of several multi-million-dollar Airport Improvement Program (AIP) projects during his career and has been actively engaged in the Federal Aviation Administration’s Passenger Facility Charge (PFC) Program since its inception.

Currently, he serves as Ricondo’s Officer-in-Charge for on-call, multiyear financial and business planning contracts for the City of Palm Springs, Metropolitan Knoxville Airport Authority, Pitkin County, Rhode Island Airport Corporation, Tompkins County, and Tulsa Airports Improvement Trust. For these contracts, Ricondo is providing multiple services, including capital improvement program (CIP) planning, PFC Program support, airline negotiations, rental car concession consulting services, general aviation airport consulting services, and preparation of bond feasibility studies.

Mr. Elliott is also leading Ricondo’s rental car consulting services work for the City of Austin, Department of Aviation; City of Palm Springs; City of Redmond; Pitkin County, and Tompkins County. He also served as Project Manager for the Broward County Aviation Department, Indianapolis Airport Authority, Lee County Port Authority, Lexington-Fayette Urban County Airport Board, and The Port of Portland rental car concession program.

Mr. Elliott also led the City of Palm Springs and Greenville-Spartanburg International Airport Consolidated Rental Car (ConRAC) facility planning efforts, as well as the Redmond Municipal Airport–Roberts Field Rental Car Quick Turnaround Facility planning project.

Additionally, Mr. Elliott is familiar with the AIP and PFC guidelines, and has assisted the City of Burlington, City of Palm Springs, Commonwealth Ports Authority, Jackson Municipal Airport Authority, Metropolitan Knoxville Airport Authority, Pitkin County, San Antonio Airport System, Savannah Airport Commission, and Tulsa Airports Improvement Trust, with PFC applications and administrative matters.

For 17 years, Mr. Elliott served as Chief Executive Officer of the Charlottesville-Albemarle Airport Authority Board. In this role, he was responsible for the development and implementation of policies and programs of the Authority Board. Prior to his work with the Charlottesville-Albemarle Airport Authority Board, Mr. Elliott held various positions at Lynchburg Regional Airport (Virginia), including seven years as Airport Manager.

From 2007 to 2012, Mr. Elliott was the Assistant County Executive for Community Services for Albemarle County, Virginia, where he coordinated the county’s police, fire/rescue, social services, housing, community planning and development, and parks/recreation functions.

Education

Associate of Arts – Business
Management, Lakeland
Community College

Bachelor of Science – Aviation
Administration, Embry Riddle
Aeronautical University

Master of Science – Corporate
Finance, Kent State University

Project Management Certificate –
Kennesaw State University

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

American Planning Association
Transportation Research Board

Years of Experience

Ricondo: 10

Other Firms: 11

Office Location

Atlanta, Georgia

Joshua P. Francosky, AAE

Managing Consultant



Mr. Francosky joined Ricondo & Associates, Inc. (Ricondo) in 2012, bringing experience from a diverse background in various airport, airline, and consulting positions. He specializes in aviation planning and airport finance; he has broad experience in all aspects of airport planning and strategic development, capital programming, financial management, and debt instrument analysis.

With Ricondo, Mr. Francosky assisted in the preparation of the Hartsfield-Jackson Atlanta International Airport Master Plan, in which his services included coordinating project activities, ensuring that short-term Master Plan milestones were met, and developing long-term airport facility improvement plans. Additionally, in support of on-call planning efforts, he has managed the development of over \$2.5 million in various projects, including an economic impact study, a rental car center space reallocation, a terminal area customer enhancement project, a ground transportation fee assessment analysis, and multiple on- and off-airport land appraisals and surveys. He has also supported the financing team in developing Burlington International Airport's Report of the Independent Airport Consultant for the issuance and refinancing of \$12 million of airport revenue bonds.

Prior to joining Ricondo, he worked in International Network Planning for Delta Air Lines, focusing on route development in Latin America, in which he was responsible for the performance of 25 Caribbean routes. He analyzed the airline's route network, with consideration of continual changes in the economic and competitive airline environment, identified areas of opportunity and weakness, and developed solutions. He also developed numerous forecasts of varying complexity, from simple route additions and timing changes to merger analyses combining the networks of multiple airlines. He improved the quality and efficiency of the methods incorporated in Delta's contracts, as well as the airline's forecasting and analysis capabilities by developing standards and templates that were employed by multiple divisions.

Mr. Francosky also worked for nearly five years as a Senior Airport Planner and as an Interim Capital Improvement Program (CIP) Manager in Planning and Development for the City of Atlanta, Department of Aviation. Following this, he transitioned to the airport's Department of Finance, where he was responsible for developing long-range financial planning models, preparing budgets, and conducting benefit-cost analyses.

During his tenure with the City of Atlanta, Department of Aviation, Mr. Francosky coordinated with senior officials at the Federal Aviation Administration to secure a \$15 million American Recovery and Reinvestment Act of 2009 grant for the construction of a new apron at the airport's Maynard H. Jackson International Terminal. Additionally, he completed numerous benefit-cost analyses for over \$3 billion in airport capital projects and developed a capital improvement website that enabled the tracking of projects throughout their life cycle. He also organized and co-chaired a Concept Review Board, which led to the City's Assistant General Manager approving a multiyear CIP that cost over \$6 billion and supported a regional transportation plan in the Southeast. Mr. Francosky also served as a panel member on the Transportation Research Board, Airport Cooperative Research Program to help develop the first *Primer and Guidebook of Asset and Infrastructure Management for Airports*.



Byron Glenn, PE
Director of Civil Engineering

REGISTRATION

- Professional Engineer
 - Colorado
 - California
 - Arizona
 - Texas
 - Washington

EDUCATION

- BS, Civil Engineering, San Diego State University, 1992
- MBA, University of Phoenix, 2011

AFFILIATIONS

- American Society of Engineers
- American Public Works Association

YEARS WITH FIRM

- 1 year

ROLE

- Civil Engineering Manager

PROFILE

Byron has more than three decades of multi-faceted civil engineering project management and design experience throughout the western U.S., ranging from land development to public works. His land development experience is vast and includes site feasibility, planning, entitlements site design and construction management for single and multi-family residential, mixed-use, recreation centers, commercial and industrial sites. His public sector experience includes planning, design and construction of roadways, trails, parks and flood control and drainage improvements. Byron previously owned Development Logic, a land development design planning and entitlement company. He presented zoning and rezoning entitlement cases to both municipal and County Planning Commissions, Board of County Commissioners, and County Council.

RELEVANT EXPERIENCE

- **Sorrel Ranch Final Grading, Aurora, CO.** Byron is the Project Manager for this site design for a new residential development. The design includes site and lot layout, grading, water main extension, water services, sanitary sewer main, sanitary sewer services, drainage, storm sewer, and erosion and sediment control. The site was designed for 41 residential lots with two interior site roads that connected to the neighboring developments. New water main, sanitary sewer, and storm sewer were designed for the site to connect into the existing infrastructure in the area. The site had a large stockpile of dirt, which provided grading challenges and the need to work with the property owners to the south to ensure the grading worked for both parties. Coordination with THK Architecture was necessary to ensure the site is in compliance with the City of Aurora planning requirements, in addition to the engineering requirements.
- **Winters Subdivision, Westminster, CO.** Byron serves as Project Manager, overseeing design for grading, sanitary, waterline, site plan, sanitary sewer system, water distribution system, storm sewer, and site drainage design near the 110th and Wadsworth intersection. HCL also completed utility water system modeling and utility analysis.
- **Washington Park Playground Improvements, Denver, CO.** For this popular park located in central Denver, Byron is managing the civil engineering team, who is providing project coordination and Erosion Control Design for the playground area, which is adjacent to a large water body.
- **Goat Hill Road and Drainage Improvements, Adams County, CO.** Byron serves as Project Manager for this project, which involves the design of complete streets for the Goat Hill neighborhood of Adams County, through the reconstruction of existing rural roadway sections into urbanized local streets and minor collectors with curb, gutter and improved sidewalks, and pedestrian ramps. Work includes the development of appropriate roadway cross sections that will meet the grade differentials between the east and west sides of the street, while ensuring improved access and safety for property owners.
- **Zuni Street and West 70th Avenue Roadway Improvements, Design Alternatives, and Final Design, Adams County, CO.** Byron is the Project Manager for this neighborhood project. HCL was tasked with designing complete streets for the 70th Avenue and Zuni Street corridor from Federal Boulevard to 68th Avenue. This project is being designed with the implementation of the Envision process to ensure the proposed work is innovative and sustainable. The project entails an alternative design analysis for the corridor, as well as topographic mapping, right-of-way survey, subsurface utility engineering, development of design standards, environmental clearances and preparation of a jurisdictional determination to the USACOE, drainage and water quality features, and final design of the selected alternative. Public information meetings are a crucial part of the development of the design alternatives and selected final alternative.



Professional Credentials

- B.S., Electrical Engineering, Florida Atlantic University
- P.E. in CO, AZ, CA, ID, KS, MI, MO, NE, NV, NM, OR, TX, UT, and VA
- PSNP

David Haines, P.E., PSNP

Role: Security

Years at Kimley-Horn: 27 | **Total Years of Experience:** 29

As a certified Physical Security Network Professional (PSNP) and Professional Engineer, David has first-hand knowledge and experience with performing site and campus-wide security assessments, and developing design specification, details, and construction plans for physical and electronic security infrastructure at municipal facilities. Since David possesses the unique ability to function as both a planner and a designer, he brings a real-world perspective to the planning-level reports and is often selected to perform the detailed design follow-on work. David has developed security assessments and designs for highly technical and information-sensitive projects and communicates at all levels of interest, from the executive and project management level, to the end user operations staff, to the technologically-savvy maintenance staff. David understands that a security assessment and design must clearly convey the approach to achieving the project needs and requirements within the constraints and limits defined by the project stakeholders, in a manner understandable at all staff levels and to the very technical detail level needed for the contractor.

Relevant Experience

Pitkin County, Program Management Services for the Aspen/Pitkin County Airport Capital Improvement Project, Aspen, CO – Systems Engineer

Pima County Regional Wastewater Reclamation District, Site Security Master Plan, Tucson, AZ – Technical Project Manager

City of Phoenix, Information Technology Services, Phoenix, AZ – Project Manager

City of Phoenix, Phoenix ITS Plan Update and Network Support, Phoenix, AZ – Project Manager

Pima County, Continental Ranch Security, Pima County, AZ – Project Manager



Larry Harrod

Sr. Estimator

Years of Experience:

With APR: 7

Total: 30+

Education:

- B.S., Building Construction – Pittsburgh State University

Affiliations:

- American Society of Professional Estimators (ASPE) - Member

In 2015, Mr. Harrod joined Aguirre Project Resources LLC (APR) to lead the company's aviation practice with cost estimating services. Mr. Harrod has over 30 years of construction estimating experience, with the past 25 years on commercial aviation programs, much of which for the DFW International Airport. Recent projects include Terminal Renewal and Improvement Program, DART station, TEXRail station, Airport Train, International Terminal D, Runways/Taxiways, Landside roads, and utilities. Developments at HUB and non-HUB airports were for programs at DEN, ATL, IAD, TPA, SAN, IAH, and FLL.

Selected Project Experience

- Denver Project Controls, Denver, CO
- Denver Int'l. Airport South Terminal Redevelopment Program, Denver, CO
- ATLNext Program, ATL Airport, Atlanta, GA
- South Domestic Parking Deck Phase 1, ATL Airport, Atlanta, GA
- ABIA Temporary Gate Alternatives, Austin TX
- HAS Airport Big Top & Baggage Handling System, Houston, TX
- Estimating, Cost Management, and Scheduling Services, DFW Airport, TX
- DFW Commercial Development Program, DFW Airport, TX
- DFW Airport Infrastructure Capital Projects, Dallas, TX
- Terminal B/C Long-Term Redevelopment Program, DCA Airport, Washington, D.C.
- New North Concourse, DCA Airport, Washington, D.C.
- Planning/Master Planning Services, MIA, Miami, FL
- Strategic Master Planning Services for HCAA, TPA Airport, Tampa, FL
- Terminal 4, FLL Airport, Ft. Lauderdale, FL
- AA Terminal Modernization Program, PHL Airport, Philadelphia, PA
- FLL Terminal 5 Program, Broward County Aviation Dept., Ft. Lauderdale, FL
- IAD Airport Concourse Study, Dulles, VA
- PIT Airport Runways, Pittsburgh, PA
- SRQ Airport ATO Office Improvements, Sarasota, FL
- Terminal 2 West Expansion, San Diego Int'l. Airport, San Diego, CA
- Automated Train System & Facilities, Phoenix Int'l. Airport, Phoenix, AZ
- Fuel Cell and Corrosion Control Hangar, Lackland ARB, TX
- TXDOT Facilities Statewide IDIQ A/E Services
- Dallas Rapid Transit Authority Red and Blue Line Platform Extensions, Dallas, TX
- DART Light Rail Phase 2 Build-Out, Dallas, TX
- DART Project Controls, Dallas, TX
- DART Management, Engineering, and Systems Support, Dallas, TX

Education

Bachelor of Business
Administration – Aviation
Administration, University of
Nebraska at Omaha

Certifications and Licenses

Private Pilot, Single Engine
Airplane

Professional Affiliations

Airports Council International–
North America – Member

American Association of Airport
Executives – Corporate Member

Years of Experience

Ricondo: 14

Other Firms: 8

Office Location

Denver, Colorado

Kreg A. Helgoth

Managing Consultant



Mr. Helgoth joined Ricondo & Associates, Inc. (Ricondo) in 2007. He specializes in developing and managing aviation demand forecasts for airport master planning, revenue bond feasibility studies, and air service analyses for airports of all sizes. He also leads the firm's design day flight schedules development. The forecasts and design day flight schedules have been used in support of airport revenue bond financing, airside and landside facility planning, environmental analyses, air space planning, and noise modeling. Mr. Helgoth's forecasting analyses have included market share analyses, as well as regression analysis using socioeconomic factors. Additionally, he develops gate demand and linear frontage requirements for aircraft parking.

His domestic client engagements at Ricondo have included the following airports: Austin-Bergstrom International, Boca Raton, Dallas Fort Worth International, Fort Lauderdale-Hollywood International, George Bush Intercontinental, Hartsfield-Jackson Atlanta International, Henderson Executive (Nevada), John F. Kennedy International, McCarran International (Las Vegas), Los Angeles International, Miami Executive, Miami International, Newark Liberty International, LaGuardia, North Las Vegas, Orlando International, O'Hare International, Philadelphia International, Phoenix Sky Harbor International, Ronald Reagan National, Salt Lake City International, Southwest Florida International, Tampa International, Vero Beach Regional, Washington Dulles International, and William P. Hobby Airports, as well as Dallas Love Field. Mr. Helgoth's international client engagements have included the following airports: Abu Dhabi International (United Arab Emirates), Dubai International (United Arab Emirates), Dublin (Ireland), Keflavik International (Iceland), and Manchester (United Kingdom) Airports.

Prior to joining Ricondo, Mr. Helgoth was an analyst with another aviation consulting firm, where he compiled data for all types of aviation-related projects, prepared client documents, and helped maintain aviation forecast databases for all large-, medium-, and small-hub US airports and a US Department of Transportation statistics database. He prepared small community airline proposals, which led to new service to numerous communities. Mr. Helgoth prepared small community air service development applications and conducted data research for the airports serving Dallas/Fort Worth, New Orleans, and Sarasota for the recruitment of additional airline service. Mr. Helgoth also assisted two fixed base operators at a general aviation airport by analyzing the benefit/cost of a third fixed base operator at the airport.

Education

Bachelor and Master of Science –
Architecture and Urban Design,
European University of Madrid

Master of Real Estate
Development, Instituto de
Empresa Business School

Professional Affiliations

Airports Council International–
North America – Member

American Association of Airport
Executives – Corporate Member

Years of Experience

Ricondo: 1

Other Firms: 4

Office Location

Alexandria, Virginia

Juan I. Huarte

Senior Consultant



Mr. Huarte joined Ricondo & Associates, Inc. (Ricondo) in 2022. He has assisted the firm's terminal facilities planning group, applying his previous experience in airport terminal design and real estate development.

Mr. Huarte is currently involved in several airport master plans, such as for Washington Dulles and Tampa International Airports. He analyzes the master plan alternatives, as well as supports project development and workshop presentations with the client.

At Washington Dulles International Airport, Mr. Huarte helped develop the master plan phasing strategy and concourse interior layout, and he also assisted with developing concept alternatives using key performance indicators, such as passenger walking distance. Mr. Huarte developed several alternatives for different airport components, such as the international arrivals facility, gate allocation, sterile circulation, and baggage handling. Recently, Mr. Huarte evaluated passenger forecast data to understand the effects of passenger demand on airport operations and apron surface traffic.

Additionally, Mr. Huarte assisted with the check-in requirements at Tampa International Airport. Using passenger forecast data, he determined the required number of check-in counters for each airline and their location during each phase of the planning horizon.

Prior to joining Ricondo, Mr. Huarte was involved in the design and construction of the \$1.1 billion Pittsburgh International Airport Terminal Modernization Program, where he led the client/consultant coordination efforts with the design team. He also supported the \$750 million Boston Logan International Airport Terminal E expansion and the Denver International Airport Great Hall renovation project. All projects were developed using Revit. This inspired Mr. Huarte to pursue a master of real estate development to better understand the financial, management, and investment drivers behind capital-intensive real estate projects, such as those involving airport terminals. He supported a complete business proposal for a mixed-use landside development at Adolfo Suárez Madrid-Barajas Airport. This proposal was developed as a joint venture between the airport operator, who owns the land, and a private developer. Mr. Huarte performed a market and competition analysis to identify the square-foot allocation and pricing strategy, along with several other factors.

Education

Bachelor of Science, Appalachian State University

Master of Regional Planning, University of North Carolina at Chapel Hill

Professional Affiliations

Air Traffic Control Association

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

Institute of Transportation Engineers

Speaking Engagements

Airports Council International – North America CEO Forum, “Changing Lanes: Identifying the Future of Airport Ground Access”, Orlando, 2016

Transportation Research Board, Airport Cities - Airport Planning Perspectives, Washington, DC, 2008

Airport Revenue News Annual Conference and Exhibition, “Enhancing Nonaeronautical Revenue”, 2008

Airport Cities World Conference and Exhibition, Frankfurt Germany, 2007

Years of Experience

Ricondo: 22

Other Firms: 14

Office Location

Alexandria, Virginia

James T. Jarvis

Senior Vice President



Mr. Jarvis has 35 years of experience in airport facility and operational planning, environmental review, and financial analysis of transportation infrastructure projects. His specific technical areas of expertise include strategic airport development planning, strategic parking and business planning, landside facility planning, airport passenger and employee mode choice analysis, roadway planning, consolidated rental car facility planning, and airport land use and real estate and development.

On behalf of airport operators, Mr. Jarvis provides expert witness testimony on issues related to parking management contracts and is a frequent speaker at conferences on topics related to nonaeronautical revenue generation, airport planning in relation to regional economic development, regional ground access to airports, and public parking systems.

Prior to joining Ricondo & Associates, Inc. in 2000, Mr. Jarvis was Manager of Transportation Planning for the Massachusetts Port Authority (Massport), owner and operator of Boston-Logan International Airport, Worcester Regional Airport and Hanscom Field. While with Massport, Mr. Jarvis was directly responsible for all ground transportation systems planning for Logan International. He had an integral role in the coordination and design of the airport's new two-level roadway system and in the expansion of airport parking facilities. He was also directly responsible for planning and environmental analyses (environmental notification forms, environmental assessments, and environmental impact statements) supporting the Logan Modernization Program, including roadway alignment analyses, vehicular and pedestrian circulation studies, airline passenger surveys, shuttle bus optimization studies, parking studies and forecasting, and design of a traffic monitoring system for airport roadways.

Ricondo supports Airports Council International-North America (ACI-NA), and is honored to be recognized as ACI-NA's Strategic Business Partner. In 2015, Mr. Jarvis was elected to serve a three-year term on the Airports Council International World Business Partner and ACI-NA Associates Board of Directors.



Professional Credentials

- B.S., Urban Administration, University of Cincinnati

Professional Affiliations

- Airport Consultants Council (ACC)
- Transportation Research Board (TRB)

Pam Keidel-Adams

Role: Aviation Planning

Years at Kimley-Horn: 9 | Total Years of Experience: 33

Pam's aviation planning experience spans more than 30 years, progressing to a national leadership role and achieving industry recognition for her contributions to the aviation planning field. She has led teams on numerous large-scale studies and served as a trusted advisor to state aviation organizations for many years, as well as to the FAA during the development of the agency's research portfolio for aviation planning through 2027. She has led master plans for commercial service and general aviation airports, economic impact analyses, air service evaluations, activity forecasting, public and stakeholder outreach, and database management tool development. Pam also has participated in more than 50 system planning assignments in more than 35 states. In addition to her system planning expertise, she has participated in planning assignments in all the regional airport offices of the FAA, providing her with an understanding of the technical and regulatory issues facing airports across the U.S.

Relevant Experience

FDOT Aviation Office Consultant Contract, *Statewide, FL* – Project Planner

TXDOT, Denton Municipal Airport Master Planning, *Denton, TX* – Project Manager

San Antonio International Airport, Runway and Taxiway Improvements, *San Antonio, TX* – Project Planner

Denton Airport Entrance Improvements, *Denton, TX* – Project Manager

City of El Paso, El Paso International Airport Pavement Rehabilitation, *El Paso, TX* – Project Planner

ADOT, Airport Pavement Management System (APMS), *Statewide, AZ* – Project Planner

City of Phoenix, Aviation Department On-Call Aviation Planning, *Phoenix, AZ* — Deputy Project Manager

City of Mena, Mena Intermountain Municipal Airport, Master Plan Update, *Mena, AR* – Project Manager

City of Bentonville, Bentonville Municipal Airport, Master Plan Update, *Bentonville, AR* – Project Manager

City of Weiser, Weiser Municipal Airport Master Plan, *Weiser, ID* – Project Planner

Maryland Aviation Administration On-Call Planning, *Baltimore, MD* — Project Manager

Education

Bachelor of Arts – History,
Trinity University

Master of Business
Administration, Thunderbird
School of Global Management

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Speaking Engagements

American Association of Airport
Executives, Passenger Facility
Charge/Rates and Charges
Workshop, 2019

American Association of Airport
Executives, Southeast Chapter
Finance and Administration
Conference, 2020

Years of Experience

Ricondo: 6

Other Firms: 16

Office Location

Irving, Texas

Caldwell Kerr

Director



Mr. Kerr joined Ricondo & Associates, Inc. (Ricondo) in 2016. He specializes in aviation forecasting and demand analysis for airport master planning and revenue bond feasibility studies, economic analysis, air service evaluation and ground transportation strategic planning. Additionally, he has developed an airline hub profitability model to demonstrate the economic contribution and strategic value of each hub to an airline's network. His client engagements at Ricondo include activity forecasts for Dallas Love Field, El Paso International, O'Hare International, Philadelphia International, Phoenix Sky

Harbor International, Seattle-Tacoma International, John F Kennedy International, and Keflavik (Iceland) International Airports. He has developed ground transportation benchmarking analyses and strategic planning studies for Dallas Fort Worth International, Dallas Love Field, Philadelphia International and T.F. Green Airports.

Prior to joining Ricondo, Mr. Kerr served as Head of Internal Reporting at Uber Technologies, in which he was responsible for reporting the financial and operational performance of over 300 cities and multiple product lines. While at Uber, he designed a transactional reporting system to measure performance by detailed location, product line, and day. He also led a cross-functional effort to develop coordinated policies and procedures to improve upstream data integrity and to streamline the month-end financial close process.

Mr. Kerr also has over 14 years of professional commercial airline experience—first with Continental Airlines and later with Virgin America. At Continental Airlines, he worked with the profitability analysis team, in which he designed and implemented methodology enhancements to the flight profitability reporting system. He also developed a by-cabin reporting tool and supported the analysis of asset utilization, operational performance, and new market opportunities. Mr. Kerr later transitioned to Continental Airlines' corporate development team, in which he managed the development of strategic commercial alliances, alliance performance reporting, and industry consolidation analysis. He also worked closely with network planning, finance, and government affairs to forecast synergies from the merger with United Airlines and to prepare analysis supporting regulatory approval of the merger.

At Virgin America, Mr. Kerr initially managed financial planning and analysis for the company's marketing, distribution planning, and airport operations divisions, in which he was responsible for long-term budget preparation as well as near-term outlook forecasts and project evaluation. He was later responsible for the revenue accounting and reporting of all ticket and ancillary revenues. In this role he was also responsible for near-term revenue forecasting and cash-flow forecasts from sales. Mr. Kerr also designed, implemented, and maintained Virgin America's flight profitability reporting tool that provided detailed profit and loss reporting for over 5,000 flight segments per month. This reporting was used to optimize scheduling and to maximize network profitability.

Education

Bachelor of Science – Interior Design, Texas State University

Certifications and Licenses

Registered Interior Designer in the State of Texas (Texas Board of Architectural Examiners)

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Certified Member

Years of Experience

Ricondo: 6

Other Firms: 5

Office Location

Irving, Texas

Kaitlin S. Kimbro, CM, RID

Senior Consultant



Since joining Ricondo & Associates, Inc. (Ricondo) in 2015, Ms. Kimbro has successfully participated in a wide array of airport planning projects, ranging from intensive landside studies to comprehensive airport master plans. While she is knowledgeable in many areas of airport planning, she is most proficient and experienced at terminal and facilities planning. She is specifically skilled at space planning, two- and three-dimensional architectural modeling, and analyzing/calculating program requirements based on forecast data.

Ms. Kimbro's initial two years with Ricondo consisted of working directly with Board staff at Dallas Fort Worth International Airport, supporting a variety of projects and directly collaborating with multiple departments. Her primary involvement at the airport consisted of terminal renovations planning, facility programming, site planning and development, parking and roadway initiatives, commercial development advancement, and managerial procedures.

Since then, she has focused on terminal and facilities planning at medium- and large-hub airports, such as Chicago O'Hare, Oakland, Seattle-Tacoma, and Washington Dulles International Airports. For these planning projects, she developed program requirements and several concepts for a variety of terminal spaces, such as check-in halls, international arrivals halls and Federal Inspection Stations, holdrooms, security screening checkpoints, bag claim areas (domestic and international), inbound/outbound baggage areas, concessions areas, and restrooms. She has also played a vital role in developing and programming conceptual plans for non-terminal facilities, such as airport operations centers, live fire training facilities, industrial warehouses, and office buildings.

In addition to terminal and facilities tasks, she has assisted with numerous parking and landside initiatives to help optimize the future of Dallas Love Field. She has composed project definition documents and reports related to curbside utilization, optimization of roadway levels of service, and the incorporation of public transit. These efforts prove she excels at writing and documentation and can explain and organize complex information into a comprehensive, logical deliverable.

Prior to joining Ricondo, Ms. Kimbro worked as both a residential and commercial interior designer, working directly with clients and subcontractors to develop spatial programs. She created aesthetically pleasing, yet functional, environments, while also helping to manage their construction. Her experience in interior design paired with her aviation-related skills proves she is capable of bringing value to projects in all realms of airport planning.



KELLY KNOWLES, PE

PRINCIPAL, STRUCTURAL ENGINEERING

With 23 years of experience, Kelly participates in the design of a variety of facilities and leads our aviation practice. He has served as project manager/engineer for some of Martin/Martin's recent signature projects. Kelly is responsible for the analysis, design, shop drawing review, and field observation of concrete, masonry, steel, and timber structures from preliminary design through construction administration.

RELEVANT PROJECTS

Denver International Airport (DEN) Structural On-Call
Denver, CO

DEN Great Hall Redevelopment
Denver, CO

DEN Automated Guideway Transit System Added Car Study
Denver, CO

United Airlines Flight Training Center Building G Expansion
Denver, CO

Gunnison-Crested Butte Regional Airport Terminal Redevelopment Gunnison, CO

Eagle County Regional Airport Terminal Redevelopment
Gypsum, CO

The Boeing Company Hangar Building 40-27 Everett, WA

Los Angeles International Airport (LAX) Tom Bradley International Terminal
Los Angeles, CA

LAX Task Order Contract
Los Angeles, CA

LAX Alaska Airlines Terminal 6 Addition Los Angeles, CA

Mineta San Jose International Airport Terminals A and C
San Jose, CA

Mineta San Jose International Airport Enabling Projects
San Jose, CA

Maui International Airport Kahului Airport Maui, HI

Taos Commercial Air Terminal
Taos, NM

EXPERIENCE

23 years in Industry

18 years with Martin/Martin

EDUCATION

BS, Civil Engineering

University of Wyoming, 1999

REGISTRATIONS

Professional Engineer

CO 38107

WA 42210

AFFILIATIONS

American Institute of Steel Construction

Council on Tall Buildings and Urban Habitat



Lois S. Kramer

Education Credentials

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

Employment

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

Special Qualifications

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

Experience

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

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

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

Education

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

**Certifications/
Licenses**

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

**Length of
Employment**

22 years

Years of Experience

32

**Professional
Affiliations**

American Society of
Civil Engineers
American Association
of Airport Executives

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

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

Client: City and County of Denver, Department of Aviation

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

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

Client: City and County of Denver, Department of Aviation

Other Relevant Experience

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

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

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

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

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

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

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



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

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

EDUCATION

Master of Architecture
University of Kansas

CERTIFICATIONS

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

YEARS OF EXPERIENCE

17

YEARS WITH IRON HORSE

17

DEN Architectural & Engineering On-Call, Denver, CO

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

DEN Industrial On-Call, Denver, CO

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

DEN Hotel & Transit Center, Denver, CO

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

DEN Ground Transportation Building, Denver, CO

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

United Airlines Master Services Agreement, Denver, CO

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



TIM LACK, PE

PRINCIPAL, STRUCTURAL ENGINEERING

Tim has been principal-in-charge and/or project manager involved in the structural design and management of some of the firm's most signature projects. As one of our aviation leaders, he has had the opportunity to work on many airports, hangars, and other aviation-related projects. He has been involved in the design and evaluation of many long-span structures for airports, sports facilities, and convention centers. Tim has special expertise in computer modeling and analysis, including 3D nonlinear modeling of steel, heavy timber, cable, and fabric structures.

RELEVANT PROJECTS

Denver International Airport (DEN) Structural On-Call
Denver, CO

DEN Great Hall Redevelopment
Denver, CO

DEN Terminal Complex Airport Administration Building
Denver, CO

Gunnison-Crested Butte Regional Airport Terminal Redevelopment Gunnison, CO

Eagle County Regional Airport Terminal Redevelopment
Gypsum, CO

United Airlines Flight Training Center Building G Expansion
Denver, CO

Los Angeles International Airport (LAX) Tom Bradley International Terminal
Los Angeles, CA

LAX F59 Renovation
Los Angeles, CA

Jackson Hole Airport Terminal Renovation and Addition
Jackson, WY

Suvarnabhumi Bangkok International Airport Terminal Design Bangkok, Thailand

Incheon International Airport Terminal and Concourse Design
Seoul, South Korea

Delaware Army National Guard Army Aviation Support Facility
New Castle, DE

EXPERIENCE

35 years in Industry

32 years with Martin/Martin

EDUCATION

BS, Civil Engineering - Structural Emphasis
University of Iowa, 1986

REGISTRATIONS

Professional Engineer
CO 27682
IA P16646
MO 2007000015
CA C52468

AFFILIATIONS

ACE Mentor Program of Denver
– Board of Directors

American Institute of Steel Construction

Design-Build Institute of America – Rocky Mountain Chapter, Board of Directors Member

Structural Engineers Association of Colorado

CODY LAW
PE

Mechanical Engineer



Cody Law has 10 years of experience with design of HVAC and piping systems, as well as preparation of energy audits and feasibility studies for aviation and mining clients. Cody is well versed in central chilled water systems, central air handling units, humidification, pumps, and water treatment. He provides a full scope of engineering design services for all phases of project development, from initial concepts, through proposal, estimate, and design phases, to construction administration, inspection, and commissioning.

EDUCATION
B.S. Mechanical Engineering
University of Colorado, Boulder

YEARS OF EXPERIENCE 10
JOINED SWANSON RINK 2020

Lenel On Guard CORE Training

AVIATION

Phoenix-Mesa Gateway Airport, Phoenix - AZ

Project Engineer for the the initial study and follow-up engineering design for the provision of additional Jet A fuel storage capacity in the form of three 50,000-gallon gross size double wall storage tanks at the Phoenix-Mesa Gateway Airport. Swanson Rink provided 100% design documents in addition to construction administration services for this project.

General Mitchell International Airport Terminal Redevelopment / Fueling, Milwaukee, MI

Project Engineer for the redevelopment of the international terminal, which includes hydrant fueling design, cathodic protection design, updating the EFSO, and providing system interface.

San Luis Valley Regional Airport (ALS) Fuel Farm Replacement - Alamosa, CO

Project Engineer for the replacement of the existing Fuel Farm which included a new above ground AVGAS and JET A pumps, tanks, filters and appurtenances.

Los Angeles International Airport TBIT Baggage Optimization - Los Angeles, CA

Project Engineer for the baggage optimization for LAX TBIT. Responsibilities include coordination of the BHS design as well as the architectural, structural, and mechanical and electrical systems to support the new BHS system.

Spokane International Airport TREX - Spokane, WA

Project Engineer for the simulation of existing and proposed security screening checkpoint layouts in Terminals A/B and Terminal C to investigate the value of possible improvements in overall check-in operations, particularly focusing on the TSA processes.

Spokane International Airport (GEG) EDS Recapitalization - Spokane, WA

Project Engineer for the replacement of five Explosive Detection System (EDS) units for Concourses A/B and C baggage screening areas at the Spokane International Airport.

Los Angeles International Airport MSC South - Los Angeles, CA

Project Engineer for the baggage handling design for the 50,000 sf MSC South Concourse.

San Francisco International CBIS Modification- San Francisco, CA

Project Engineer for the replacement of ten CTX-9800s in two CBIS's, construction of two new Checked Baggage Reconciliation Areas (CBRAs), and baggage handling system (BHS) improvements.

Milwaukee International Airport- Milwaukee, WI

Project Engineer for the Checked Baggage System Design for a full inline baggage system with an estimated construction cost of \$19 million dollars.

Phoenix Sky Harbor Terminal 4 S-1 BHS Peer Review

Project Engineer to provide a Peer Review of the contractor's BHS documents to add 8 new gates in Terminal 4 South Concourse 1 (T4-S1). Verified design compliance with current Airport standards of all Baggage Handling Systems (BHS) and the 30% Basis of Design documents for the T4S1 project.

Lincoln Airport LNK – Terminal Renovation Lancaster

Project Engineer for the expansion and modernization of the terminal, consisting of the relocation of (4) passenger boarding bridges, (2) new boarding bridges, and consolidation and relocation of both the inbound Baggage Handling System (BHS) and outbound Check Baggage Inspection System (CBIS).

ABOUT

PROJECT EXPERIENCE

Education

Bachelor of Urban Planning -
School of Planning, College of
DAAP, University of Cincinnati

X-LAB Start-Up Training and
Workshops, Williams College of
Business, Xavier University

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Speaking Engagements

"GA Airport Business Plans,"
AAE/ACC Airport Planning,
Design and Construction
Symposium, 2022

"Aviation System Plan Update,"
Nebraska Aviation Symposium,
2022

"Future-Proofing Aviation System
Planning," NASAO Annual
Convention and Tradeshow, 2021

"Airport Business Planning," Ohio
Aviation Association Annual
Conference, 2020

Years of Experience

Ricondo: <1

Other Firms: 21

Office Location

Cincinnati, Ohio

Scott R. LeCount

Managing Consultant



Mr. LeCount joined Ricondo & Associates, Inc. (Ricondo) in 2022 and brings more than 15 years of aviation consulting expertise with a focus on developing strategies to improve the short- and long-term financial performance of airports.

Since joining Ricondo, Mr. LeCount has contributed to a wide range of initiatives, including rates and charges modeling for El Paso International Airport, passenger facility charge applications for Palm Beach and Tallahassee International Airports, and performing research in support of Ricondo's finance practice area, including the semi-annual release of bond

rating reports for large-, medium-, and small-hub airports in the US.

Upcoming projects for Mr. LeCount include development of a tenant license agreement, terminal expansion financial implementation plan, grant application support, car rental program support, and performing reviews and developing recommendations for airport minimum standards.

Over the last five years, Mr. LeCount has served as lead financial consultant for over 10 small- and non-hub airports and has led rates and charges studies at Cape Cod Gateway, Emira-Corning Regional, and Nantucket Memorial Airports. At Nantucket Memorial Airport, a \$29 million terminal modernization and expansion plan required a reevaluation of existing terminal rates, landing fees, and other charges. This airport presented unique challenges; the large mix of seasonal and daily service by legacy and regional carriers, private, and charter operators on different aircraft types required a detailed review and update of cost centers, terminal rates, and apron/landing fees. These analyses ensured that the airport was capturing sufficient revenue to cover operating and maintenance costs.

At Greenville-Spartanburg International Airport, where growth is driving a need for a capital program worth over \$330 million, Mr. LeCount assumed responsibility for assessing whether the sponsor was financially able to fund the local share of these project costs. His analysis included a review of eligibility to estimate shortfalls by project type and phase, which enabled the airport sponsor to identify and quantify grant funding needs from state and federal programs.

Mr. LeCount's financial consulting work is complemented by his portfolio of more than 20 strategic business plans that he developed for airports in Delaware, Illinois, Massachusetts, Missouri, New York, and Vermont. For these efforts, Mr. LeCount partners with sponsors to craft a strategy to capitalize on opportunities for revenue generation via aeronautical and non-aeronautical development plans; fair market value assessments for hangar facilities and land; rate and lease reviews and positioning for negotiations; and market research to build the business case for new investment.

Prior to his aviation work, Mr. LeCount provided technical and advisory support to local, state, and regional governments in the areas of land use, zoning, commercial/economic development, and transportation planning

Education

Master of Business
Administration, Babson College,
Olin School of Business

Master of Arts – Urban and
Environmental Planning,
University of Virginia

Certificate – Airport Systems:
Planning, Design, and
Management, Massachusetts
Institute of Technology

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Northeast Chapter

Institute of Transportation
Engineers

Speaking Engagements

"Transportation Network
Companies (TNCs): Impacts to
Airport Revenues and
Operations," Airport Ground
Transportation Association
Spring Conference, Nashville, TN,
2020

"Redefining Ground Access
Programs Using Disaggregate
Survey Data," Passenger Terminal
Expo, Barcelona, Spain, 2014

"Planning for the Business Case
at a Multimodal Agency,"
Institute of Transportation
Engineers Annual Meeting,
Boston, MA, 2013

Years of Experience

Ricondo: 4

Other Firms: 32

Office Location

Alexandria, Virginia

Craig T. Leiner

Associate Director



Mr. Leiner has over 35 years of experience in airport and metropolitan transportation planning. His experience includes Transportation Infrastructure Finance and Innovation Act applications, corridor studies, inter-agency coordination, Intelligent Transportation Systems programs, community and elected official outreach, fiscal analysis of transportation projects, and procurement and deployment of alternative-fuel vehicles.

Mr. Leiner has considerable experience with Airport Cooperative Research Program (ACRP) projects. He recently served on two ACRP panels: (1) Report 210: *Innovative Solutions to Facilitate Accessibility for Airport Travelers with Disabilities* and (2) Report 216: *Guidebook for Assessing Collaborative Planning Efforts Among Airport and Public Planning Agencies*. He was the Principal Investigator for ACRP Report 215: *Transportation Network Companies (TNCs): Impacts to Airport Revenues and Operations—Reference Guide*. Currently, he is Panel Chair for ACRP Project 07-17 and updating Report 40, *Airport Curbside and Terminal Area Roadway Operations*. Mr. Leiner also served as the chair of Transportation Research Board Committee AV050, Airport Terminals and Ground Access.

Since joining Ricondo & Associates, Inc. (Ricondo) in 2017, Mr. Leiner's engagements have included preparing a ground access policy plan for Seattle-Tacoma International Airport and developing a decision framework for transitioning the employee shuttle bus fleet to zero emission vehicles at Tampa International Airport.

Starting in 2000, Mr. Leiner served as the chief ground transportation planner for the Massachusetts Port Authority. As Deputy Planning Director, he participated in aviation and strategic planning efforts at Boston Logan International Airport; his work focused on leading the development of innovative airport ground access programs. He served as Project Director for the \$300 million Logan Rental Car Center, in which he was responsible for the initial feasibility study, concept planning, permitting, business negotiations, community outreach, and finance options.

He was also responsible for preparing parking forecasts; managing a variety of passenger, employee, and customer surveys, including the triennial air passenger ground access survey; developing employee commute programs; and representing the authority on regional transportation boards and advisory committees. Additionally, he worked closely with the region's transit authority, the Massachusetts Bay Transportation Authority, on extending Silver Line bus rapid transit service to the airport.

Prior to joining the Massachusetts Port Authority, Mr. Leiner was the Manager of Metropolitan Planning and Certification Activities for the Central Transportation Planning Staff. In this role, he was responsible for managing the federal urban transportation planning process for the 101 cities and towns in the Boston metropolitan area. This included leading the development of the long-range transportation plan, preparing the annual transportation improvement program, and supervising air quality conformity determinations.

Education

Bachelor of Science – Aerospace Studies, Embry-Riddle Aeronautical University

Master of Business Administration – University of South Carolina

Certifications and Licenses

Post Baccalaureate Certificate in Business Analytics – University of South Carolina

Private Pilot Certificate – Airplane Single Engine Land

Professional Affiliations

Airport Owners and Pilots Association – Member

Airports Council International-North America – Member

American Association of Airport Executives – Certified Member

Years of Experience

Ricondo: 5

Other Firms: 12

Office Location

Alexandria, Virginia

Ryan J. Lenda, CM

Managing Consultant



Mr. Lenda joined Ricondo & Associates, Inc. (Ricondo) in 2016. He is an experienced aviation professional with over 17 years of experience. His responsibilities have included providing consultant services on a variety of projects; working with clients and representatives of the Federal Aviation Administration (FAA) to ensure coordinate designs that incorporate aviation planning regulations; and directly supporting and working with airport managers and directors on Program Management/Construction Management (PM/CM) planning assignments. He has served in multiple roles, including technical lead, project manager, and

director roles, for these projects.

Throughout his career, Mr. Lenda has been directly involved in several airport master planning efforts; he has experience with each one of the specific master planning tasks. He has also led field inventories to determine existing airport conditions; developed aviation demand forecasts; led demand/capacity and facility requirement efforts; worked with airport staff and led teams to develop alternatives for airport development, which incorporated the latest regulations and tools of airport planning; developed environmental overviews for airport development alternatives; and led Airport Layout Plan (ALP) updates.

Additionally, Mr. Lenda understands the 150-series airport planning Advisory Circulars and supplementary FAA regulations governing airfield and airport planning. Specifically, Mr. Lenda is knowledgeable on the latest survey requirements, as outlined in Advisory Circulars 150/5300-16a, 150/5300-17c, and 150/5300-18b. He has successfully worked with surveyors and photogrammetrists on many Airport-Geographic Information System (AGIS) projects nationwide.

Regarding Mr. Lenda's recent project experience, he has been managing several projects for the Hawaii Department of Transportation, Airports Division. He worked with the local team to complete a redevelopment study for the area known as the South Ramp at Daniel K. Inouye International Airport. In addition to this, he is also providing project management services for the Lihue Airport Master Plan and Noise Exposure Map Update.

Furthermore, he has conducted several planning assignments for Dallas Fort Worth International Airport, Dallas Love Field, and Dallas Executive Airport. At Dallas Fort Worth International Airport, Mr. Lenda supported the airport as an extension of staff and with overall project management services. Typical assignments included support and management for proposed landside and airside development projects. At Dallas Love Field, Mr. Lenda provided aviation planning support for the long-term PM/CM project known as the Love Field Modernization Program, and he supported other Capital Improvement Program (CIP) projects related to the airport's development. He recently led the ALP and AGIS updates at Dallas Love Field and an Airport Rescue and Firefighting Facility (ARFF) site selection study. The study analyzed eight potential locations for the proposed ARFF station in conformance with FAA requirements. Each alternative was evaluated based on compatibility with existing landside and airside operations, as well as compatibility with future Airport development.

Education

Bachelor of Science – Aviation Management, Daniel Webster College

Professional Affiliations

Certified Member – American Association of Airport Executives

Years of Experience

Ricondo: 15

Other Firms: 7

Office Location

Atlanta, Georgia

Jeffrey M. Leske, CM

Director



Mr. Leske joined Ricondo & Associates, Inc. (Ricondo) in 2007 with a variety of aviation-related experience, consisting of planning, engineering, and construction projects. He has more than 20 years of experience at large- and medium-hub commercial service airports, as well as a variety of general aviation airports throughout the United States.

Since joining Ricondo, Mr. Leske has served in support and lead roles on a variety of master planning projects and on-call services. His experience includes preparation of the technical analyses and documentation required for general master planning elements (e.g., inventory, demand/capacity analyses, facility requirements, alternatives development) at a combination of general aviation and commercial service airports. Mr. Leske's master planning experience also includes the development of various airport layout plans (ALPs) for both general aviation and commercial service airports, such as Boca Raton Airport and Hartsfield-Jackson Atlanta International Airport.

His diverse on-call services experiences includes general planning, design, and construction-related projects. Under Ricondo's on-call general consulting services contract with the Boca Raton Airport Authority, Mr. Leske served in a lead role on several planning projects including ALP updates, a runway safety area (RSA) study, a jet blast deflector programming study, and a landside improvements programming study. Mr. Leske also managed several design and construction projects on behalf of the Boca Raton Airport Authority, including airfield signage/fencing upgrades, jet blast deflector, airfield security upgrades, airport traffic control tower communications equipment upgrades, and the Automated Weather Observing System replacement.

Other on-call service experience includes a variety of the airfield, terminal, and support facility planning assignments at Fort Lauderdale-Hollywood, Hartsfield-Jackson Atlanta, Indianapolis, and Miami International Airports.

Mr. Leske is currently working on several ongoing projects for the City of Atlanta, Department of Aviation under Ricondo's on-call planning support services contract. Recently completed on-call assignments included the preparation of project definition documents for cargo facilities, A380 airfield and concourse modifications, ramp reconstruction, concourse extensions, deicing facilities and other support facilities. These projects encompassed coordination and various technical analyses to determine requirements, improvements, cost estimates, and an implementation plan. In addition, Mr. Leske has also completed several planning briefs and technical memorandums for a variety of different projects that include terminal, airfield, ground transportation, and other support facilities.

Active projects for the City of Atlanta, Department of Aviation, include project definition documents for the Domestic Parking Decks Vertical Circulation Improvements, Distributed Antenna System Facility Extension, Concourse D Widening, eGSE Charging Infrastructure, and Concourse E-North Gate Reconfiguration. These projects involve the coordination and management of a broad range of engineering disciplines.

Education

Bachelor of Arts – Public and Urban Affairs, Virginia Polytechnic Institute and State University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

American Planning Association – Virginia Chapter

Years of Experience

Ricondo: 5

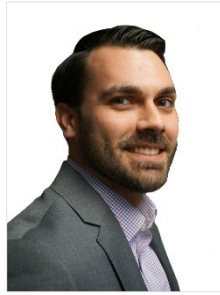
Other Firms: 8

Office Location

Alexandria, Virginia

Aaron J. Lofurno

Managing Consultant



Mr. Lofurno combines his aviation and urban planning backgrounds to develop logical, comprehensive, and cost-effective solutions for his clients. With over 10 years of experience in airport planning, he has served as the project manager/lead planner on numerous terminal planning efforts, master plans, airport layout plan (ALP) sets, and environmental assessments for various commercial service airports.

Since joining Ricondo & Associates, Inc. (Ricondo) in 2016, Mr. Lofurno has provided terminal planning support on projects at Boston Logan, Dallas Fort Worth, John F. Kennedy, Los Angeles,

Luis Muñoz Marín (San Juan), Minneapolis–St. Paul, Orlando, Philadelphia, Pittsburgh, Tampa, and Washington Dulles International Airports. On most of these projects, he utilized CAST Terminal Simulation software to evaluate terminal concepts, to perform capacity analyses, to provide spatial recommendations, and to validate the programmatic bases for terminal concepts/expansion plans.

Mr. Lofurno currently serves as Ricondo's project manager and lead terminal planner on a large capital program that will significantly expand the international terminal at a major US large-hub airport. He has been providing terminal planning and simulation support for planned expansions, and he has been responsible for overseeing all terminal simulations. He has also provided recommendations on check-in facilities, security screening checkpoints, federal inspection services facilities, and baggage claim. He is currently developing a 24-hour proof-of-concept video simulation that will highlight the passenger experience from curb to gate.

For Tampa International Airport, Mr. Lofurno serves as the project manager on the Airside D Project Definition Document, which outlines the development and preliminary design of a new airside facility at the airport. In addition to providing space programming for the entire terminal (e.g., the security checkpoint, baggage handling systems, international arrivals facility, and holdroom sizing), Mr. Lofurno provided simulation support and a proof-of-concept final simulation, which compiled a comprehensive model of the terminal showing passenger activity during the peak periods.

Additionally, through a subconsultant contract, Mr. Lofurno has facilitated numerous terminal simulations and has provided facility requirements for functional areas at John F. Kennedy International Airport as part of the Terminal 6 planning efforts. He has provided recommendations related to the check-in facilities, security screening checkpoint, baggage claim, outbound baggage makeup, and international arrival facilities.

Outside his terminal planning background, Mr. Lofurno has performed a variety of technical analyses in support of airport planning and design programs. Some of his other specialties include Airport Layout Plan development, airfield design, terminal airside planning and gate layout, airspace analysis, development of long- and short-term implementation strategies, demand/capacity analysis, National Environmental Policy Act environmental assessments, and noise exposure modeling.

Education

Bachelor of Arts-Mathematics,
North Central College

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Speaking Engagements

Air Traffic Management Research
and Development Seminar – June
2013

IATA Infrastructure and Fuel
Efficiency Workshop – October
2012

O'Hare Airport Safety Summit –
November 2011

Years of Experience

Ricondo: 8

Other Firms: 35

Office Location

Chicago, Illinois

Kevin L. Markwell

Associate Director



Mr. Markwell is an air traffic control operations and management specialist. He joined Ricondo & Associates, Inc. (Ricondo) in 2014, following more than 35 years of experience in the Federal Aviation Administration (FAA) Air Traffic Organization. He leads consulting engagements that are focused on: developing operational concepts for major airfield infrastructure expansions; supporting airspace design and flight procedure development; and enhancing air traffic control operational performance.

Mr. Markwell has been involved in construction phasing planning for airfield projects. Most recently, he has been working with efforts at O'Hare International Airport with the O'Hare Terminal Area Plan (TAP). His emphasis in this area provides technical advice on maintaining acceptable levels of aircraft operations throughout extensive construction of new terminals and taxiways on the airport. This requires in depth knowledge of aircraft movements in all weather conditions to minimize or eliminate operational disruptions. Mr. Markwell was also involved with the development of construction phasing and taxi movement plans for aircraft during the construction of Runway 9C/27C and the extension of Runway 9R/27L.

Mr. Markwell assisted with a Runway Incursion Mitigation (RIM) project at the Miami International Airport. This project was implemented to study and modify an area of the airport that did not meet current design standards and had a history of runway incursions. Mr. Markwell's role was to develop taxi strategies for arrivals and departures through this area and assist in modifying the geometry of the area to meet existing standards without a loss in capacity.

Mr. Markwell was recently engaged in a review of air traffic procedures and techniques used at Abu Dhabi International Airport. This work examined both tower and approach control operations. He was also involved in developing standard instrument departures procedures, standard terminal arrival routes, and airspace flows for Abu Dhabi International Airport in support of divergent departure procedures that will allow reduced separation between successive departures from each of the runways.

From 2014–2016 Mr. Markwell provided air traffic expertise to model the existing and proposed future airport in different phases at Abu Dhabi International Airport as part of a Concept of Operations (CONOPs) for the airport master plan. Following completion of the CONOPs project, Mr. Markwell developed a low visibility plan for Abu Dhabi International Airport to increase capacity at the airport during low visibility conditions. Throughout this project, Mr. Markwell was engaged with airline operators, airport maintenance personnel, airport operations, air traffic, and airport certification. This work facilitated a plan of operations, modifications to standard operating procedures, the identification of additional operational equipment requirements, and the required safety management system documentation necessary for certification approval.

Mr. Markwell has been involved with Safety Management System (SMS) studies throughout his FAA career and extending into current work. During the O'Hare Modernization Program, he was involved in the SMS process for the airspace re-design. Most recently, he led the SMS process for the Abu Dhabi low visibility plan.

Jonathan Massey

AIA, RIBA, LEED AP, NCARB

Managing Principal

Jonathan leads one of the world's largest aviation-dedicated architecture practices, serving airport and airline clients around the world. For the past 28 years, he has played a key role in numerous large-scale terminal projects. His project experience includes passenger terminal feasibility, planning and design, airport master planning, support facility design and operational planning. His focus is functional optimization, a tailored passenger experience and an effective delivery process. He will serve as the lead Designer and executive ultimately responsible for the design work across projects.

SELECT EXPERIENCE

- DFW Terminal Renewal and Improvement Program; Dallas, Texas
- DFW International Terminal D; Dallas, Texas
- SMF Terminal Modernization Program; Sacramento, California
- HOU Hobby West Concourse and FIS Facility; Houston, Texas
- DFW Central Terminal Area Strategic Development Plan; Dallas, Texas
- DFW Skylink System; Dallas, Texas
- DAL Love Field Terminal Modernization Program; Dallas, Texas
- DAL New Parking Garage C, Dallas, Texas
- NEOM Airport City 2030 Competition; Saudi Arabia
- PVG New Satellite Concourse; Shanghai, China
- LHR Heathrow Terminal 3 Redevelopment; London, England
- DWC Al-Maktoum International Airport; Dubai, UAE
- AUH Terminal 1 Refurbishment; Abu Dhabi, UAE
- MRV Terminal Modernization and Expansion; Mineralnye Vody, Russia
- Southwest Airlines Hold Lounge of the Future
- MSY Strategic Development Plan; New Orleans; Louisiana
- IAH International Terminal E; Houston, Texas



EDUCATION

Master of Architecture:
University of Texas at Arlington

Bachelor of Architecture:
University of Texas at Arlington

REGISTRATION

Architect — Texas, Colorado,
Tennessee, Illinois, New Jersey
AIA
RIBA
LEED AP
NCARB

28

years of experience
(28 with Corgan)



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

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

EDUCATION

Master of Architecture
Syracuse University

Master of Art Education
Rhode Island School of Design

Bachelor of Fine Art
Colgate University

REGISTRATIONS

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

National Council of
Architectural Registration
Boards (NCARB)

CERTIFICATIONS

National Council for Interior
Design Qualification (NCIDQ)

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

PROFESSIONAL ORGANIZATIONS

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

YEARS OF EXPERIENCE

40

YEARS WITH IRON HORSE

17

DEN Architectural & Engineering On-Call, Denver, CO

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

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

DEN Hotel & Transit Center, Denver, CO

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

Education

Bachelor of Science – Aviation Management, Southern Illinois University

Master of Public Administration, Southern Illinois University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

Speaking Engagements

"What Makes a Best-in-Class Airport?" Passenger Terminal Exposition and Conference, March 2018

"Planning Amidst Uncertainty," Passenger Terminal Exposition and Conference, March 2017

"The Illusion of Precision? Choosing the Right Analysis Techniques in Planning," Airport Planning and NEPA Workshop, December 2017

"Stakeholder Outreach and Coordination—What Really Works and Who Really Needs to Be Involved," Airport Planning and NEPA Workshop, December 2017

"Capacity Planning Overview: Brazil Strategic Airport Capacity Improvement," Instituto Tecnológico de Aeronáutica, August 2016

Years of Experience

Ricondo: 1

Other Firms: 14

Office Location

Chicago, Illinois

M. Cameron Modjeski

Director



Mr. Modjeski joined Ricondo & Associates, Inc. (Ricondo) in 2021. He has 14 years of experience in long-range airport planning, design, finance, and operations, emphasizing master and on-call planning. He has led various airport consulting assignments worldwide, including master, terminal, and airfield plans; airport privatization studies; commercial development strategies; greenfield airport development; Code of Federal Regulations (CFR) Part 150 noise compatibility studies; and environmental impact analyses.

Before joining Ricondo, Mr. Modjeski was actively managing on-call planning contracts with the Port of Portland, the Houston Airport System, and the Port of Seattle. He was also the project manager and lead planner as a subconsultant for on-call planning services for the New Orleans Aviation Board.

From 2014 to 2020, Mr. Modjeski was project manager for the Sustainable Airport Master Plan (SAMP) for Seattle-Tacoma International Airport. The SAMP focused on sustainably developing the large-hub airport's terminal, airside, landside, air cargo, and support facilities to accommodate more than 60 million annual passengers, more than 500,000 annual aircraft operations, and 750,000 metric tons of air cargo on a constrained site.

Beginning in 2012, Mr. Modjeski provided planning and airport concession advisory services to the Guayaquil Airport Authority, supporting New Guayaquil International Airport's development. Specifically, he helped prepare the Master Development Plan for the new airport and a strategic plan to accommodate demand at the existing airport until the new airport is operational. More recently, Mr. Modjeski helped the authority develop a Program Definition Manual for the greenfield airport, and he managed all planning efforts to enhance the existing airport's capacity and update the programmatic requirements for the new airport.

In June 2011, Mr. Modjeski was part of a team commissioned to provide a full suite of sell-side advisory services for the concession of three airports: São Paulo–Guarulhos, Viracopos–Campinas, and Brasília International Airports. Master plans for each of the airports were developed, and Mr. Modjeski had a key role in determining facility requirements and developing alternatives for all three.

Mr. Modjeski also assisted the Port of Portland with the Master Plan Update for Portland International Airport. The plan focused on terminal development, as well as charting a sustainable course for development, preparing a flexible plan that can be implemented, and integrating the master plan with the City of Portland's land use process. Mr. Modjeski had key technical roles in developing airport facility requirements and alternatives, including determining land area requirements for key airfield components through the year 2035. Concurrent to the master plan, Mr. Modjeski helped the Port of Portland complete a CFR Part 150 Noise Exposure Map Update and a noise exposure analysis for the Master Plan Update.

Education

Bachelor of Architecture, Virginia Polytechnic Institute and State University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

Years of Experience

Ricondo: 11

Other Firms: 3

Office Location

Denver, Colorado

Omni T. Morse

Managing Consultant



Ms. Morse joined Ricondo & Associates, Inc. (Ricondo) in 2011 and has primarily assisted the firm's terminal facilities planning group, applying her architecture background to a variety of terminal planning technical requirements analyses.

Ms. Morse has conducted numerous analyses using airport simulation software such as Comprehensive Airport Simulation Technology (CAST™). The simulations incorporate configurable passenger assumptions then allow data to be generated and analyzed at key points in both the arrivals and departures processes. She used these simulations to analyze current and

forecast international operations at Tampa International Airport; the simulation software was used to replicate operations to within one minute of actual operations. Using this baseline, Ricondo was able to suggest several expansion concepts and depict accurate future operations for a variety of scenarios.

Through the course of her career, Ms. Morse has used terminal simulation as a planning tool in more than 20 airports worldwide. She is currently working on simulation modeling for several other passenger processing facilities, including those at Denver, Hartsfield-Jackson Atlanta, and Seattle-Tacoma International Airports. Her focus on simulation has included exploration and simulation of alternative inspection technologies and verification through total time analyses.

Ms. Morse is also assisting with Ricondo's 3D modeling to assess program feasibility. These 3D models are incorporated into CAST simulations for unique perspectives into the simulation process and real time visualizations of new passenger protocols. It is especially useful to view "side-by-side" comparisons through recorded animations. These animations cover all procedures of passenger flow through an airport.

Ms. Morse has benchmarked assumptions and processing times at check-in, security screening checkpoints, checked bag make-up, international arrivals facilities, and bag claim. Her experiences in both computer simulation and discreet process modeling allow her to effectively support airports of all sizes. She recently performed this work for Omaha Airport Authority's Eppler Airfield in support of the terminal modernization program.

Prior to joining Ricondo, Ms. Morse worked for an architecture firm, where she used AutoCAD and Building Information Modeling for residential units. She also reviewed noncompetitive grant application for construction and renovation projects at federally funded health care facilities.

Keith O'Connor

CM

Senior Aviation Planner

Keith leads Corgan's aviation planning group. He brings his 23 years of professional experience with large hub international airports and rigorous technical analysis in airside planning and operations to the terminal planning and design process. Keith's pragmatic and analytical approach and unique experience provides the team with a balance between airport/airline operational efficiency and aspirational terminal planning and design - to properly apply design criteria as dictated by FAA, ICAO and IATA standards.



SELECT EXPERIENCE

- DEN Signage and Wayfinding On-Call; Denver, Colorado
- DEN Gate Expansion Program; Denver, Colorado
- PHX T4-S1 Satellite Concourse; Phoenix, Arizona
- DAL Love Field Modernization Program Planning; Dallas, Texas
- IAH Terminal A Modernization Redevelopment Plan, Houston, Texas
- IAH Master Plan (Houston Airport System); Houston, Texas
- BNA Terminal Planning & Landside Area Programming; Nashville, Tennessee
- JFK Terminal 6 Development Plan, New York, New York
- PHX Expanded West Ground Trans. Center Site Plan; Phoenix, Arizona
- ORD 21 Terminal Master Plan; Chicago, Illinois
- LHR Heathrow Airport Western Hub Development; London, UK
- ATL T-North Terminal Expansion Gate Capacity; Atlanta, Georgia
- American Airlines Flight Academy Master Planning; Fort Worth, Texas
- LHR Terminal 3 Expansion Planning Services; London, UK
- LAX Midfield Satellite Concourse; Los Angeles, California
- STL Terminal Expansion & Curbside Study; St Louis, Missouri
- LGB Terminal Landside Improvements, Phase II; Long Beach, California
- CVG Cincinnati/Northern Kentucky Int'l Airport Master Plan; Hebron, Kentucky
- PHL Capacity Enhancement Program; Philadelphia, Pennsylvania
- GCM Owen Roberts Int'l Airport Master Plan Update; Cayman Islands

EDUCATION

Master of Community Planning
(Concentration in Aviation
Planning): University of
Cincinnati

Bachelor of Education,
Bachelor of History: Clarion
University of Pennsylvania

23

years of experience
(7 with Corgan)



BLESSING OYEM
Project Manager

Education

Master of Science in Industrial Engineering, University of Texas at Arlington; 2018

Bachelor of Science in Mathematics, University of Houston; 2014

Years of Experience

With VTC: 2

With other firms: 6

- ☒ Planning Experience
- ☒ Cat X Airport Experience
- ☒ Thorough understanding of the PGDS
- ☒ Knowledge of Airline Operations
- ☒ Experience modifying BHS/CBIS in a live airport environment

Background

As a project manager for VTC, Ms. Oyem supports the design and construction of Baggage Handling Systems (BHS), Checked Baggage Inspection Systems (CBIS), and passenger screening systems. Ms. Oyem is involved in some of VTC's most aggressive, complex BHS and CBIS projects and will focus on safeguarding the quality and timely delivery of BHS solutions while proactively addressing the challenges of deploying airport systems during ongoing operations and driving compliance with the client's required specifications and schedule.

Experience

Tucson International Airport (TUS), *Terminal Needs Assessment, Siting & Outbound Baggage Studies* – Role: Project Manager

Blue Grass Airport (LEX), *New CBIS* – Role: Project Manager

Dallas/Fort Worth International Airport (DFW), *Terminal B and C EDS Recapitalization* – Role: Project Manager from January 2020 thru December 2020

Nashville International Airport (BNA), *BHS Evaluation & Master Plan* – Project Coordinator/Analyst

William P. Hobby Airport (HOU), *Bag Claim Expansion Study: December 2019 – December 2021* – Role: Project Manager

Austin-Bergstrom International Airport (AUS), *Existing Terminal Centralized BHS Upgrades* – Project Coordinator/Analyst from January 2020 thru December 2020

Tallahassee International Airport (TLH), *BHS Design for FIS* – Role: Project Manager from January 2021 thru April 2022

Baltimore-Washington International Thurgood Marshall Airport (BWI), *BHS Design for Terminal A/B* – Role: Project Coordinator/Analyst from January 2021 thru December 2021

Dallas/Fort Worth International Airport (DFW), *On-Call Baggage Consolidation and Design Concept for Terminal C Ticket Counters* – Role: Project Manager

Miami International Airport (MIA), *On-call BHS Services* – Role: Project Manager



Aubry Pridham

Chief Estimator

Aubry has over 30 years of estimating experience. Experienced in estimating on all types of horizontal, vertical, and park construction in the public and private sectors. Career preconstruction expert that supports the team with constructability and risk concern mitigation, and deep knowledge in all trades.

Years of Experience:

With APR: 4

Total: 30+

Education:

- B.A., Business Administration – University of North Texas

Affiliations:

- American Society of Professional Estimators (ASPE)
- Member

Selected Project Experience

- Denver Project Controls, Denver, CO
- Denver Int'l. Airport South Terminal Redevelopment Program, Denver, CO
- ATLNext Program, ATL Airport, Atlanta, GA
- South Domestic Parking Deck Phase 1, ATL Airport, Atlanta, GA
- ABIA Temporary Gate Alternatives, Austin TX
- HAS Airport Big Top & Baggage Handling System, Houston, TX
- Estimating, Cost Management, and Scheduling Services, DFW Airport, TX
- DFW Commercial Development Program, DFW Airport, TX
- DFW Airport Infrastructure Capital Projects, Dallas, TX
- Terminal B/C Long-Term Redevelopment Program, DCA Airport, Washington, D.C.
- New North Concourse, DCA Airport, Washington, D.C.
- Planning/Master Planning Services, MIA, Miami, FL
- Strategic Master Planning Services for HCAA, TPA Airport, Tampa, FL
- Terminal 4, FLL Airport, Ft. Lauderdale, FL
- AA Terminal Modernization Program, PHL Airport, Philadelphia, PA
- FLL Terminal 5 Program, Broward County Aviation Dept., Ft. Lauderdale, FL
- IAD Airport Concourse Study, Dulles, VA
- PIT Airport Runways, Pittsburgh, PA
- SRQ Airport ATO Office Improvements, Sarasota, FL
- Terminal 2 West Expansion, San Diego Int'l. Airport, San Diego, CA
- Denver Int'l. Airport South Terminal Redevelopment Program, Denver, CO
- New Rental Car Facility and Parking Garage, Louis Armstrong Int'l. Airport, Kenner, LA
- Automated Train System & Facilities, Phoenix Int'l. Airport, Phoenix, AZ
- Fuel Cell and Corrosion Control Hangar, Lackland ARB, TX
- TXDOT Facilities Statewide IDIQ A/E Services
- Social Security Administration On-Call, 20+ Projects, Nationwide
- U.T. Southwestern Medical Center, Dallas, TX
- NIH National Institute of Advancing Translational Sciences, Bethesda, MD
- NIH Replacement Space for Neuroscience and Data Center, Bethesda, MD



Education

Associate of Science – Flight Technology, Florida Institute of Technology

Bachelor of Science – Aviation Management, Florida Institute of Technology

Master of Business Administration (with concentration in Project Management) – Keller Graduate School of Management

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Certified Member

Commercial Pilot – Instrument Rating

Years of Experience

Ricondo: 22

Other Firms: 6

Office Location

Miami, Florida

David Ramacorti, CM

Director



Mr. Ramacorti joined Ricondo & Associates, Inc. (Ricondo), in 1996 following three years of airport planning and airfield construction administration consulting. He rejoined Ricondo in 2008 after a three-year hiatus, during which he served as Vice President of Aviation with a transportation consulting firm. His diverse aviation background was gained through various planning, environmental, and construction projects at several large commercial service and general aviation airports, and seven years of continuous flight training. His extensive project management experience, combined with his technical capabilities as an aviation planner and commercial pilot, enable him to successfully manage large-scale planning projects and to provide on-call consulting services.

Mr. Ramacorti's project experience includes airport master planning; terminal planning and programming; environmental impact statement (EIS) preparation; airfield and airspace analyses; benefit-cost analyses; Airport Layout Plan (ALP) development; airfield marking, lighting, and signage; construction administration, design management, and implementation planning. Currently, he serves as Ricondo's Technical Services Leader for Airside Planning and was formerly the Chair the Airspace Working Group for the American Association of Airport Executives' Operations, Safety, Planning and Emergency Management Committee.

Since joining Ricondo, he has conducted airport master planning studies for both general aviation and commercial service airports. His master planning experience includes developing inventory documentation, aviation demand scenarios, demand/capacity assessments, and facility requirements; evaluating development alternatives; and preparing ALP packages. As part of the Master Plan Updates for Fort Lauderdale-Hollywood International and North Perry Airports, he led the AGIS compliant imagery acquisition and e-ALP submittals for both airports.

Mr. Ramacorti has also provided general consulting planning services for a variety of airport sponsors. He has developed aircraft parking plans, assessed aircraft compatibility, analyzed helipad siting, conducted airport traffic control tower line-of-sight, assessed runway safety areas, analyzed obstructions to air navigation in accordance with Title 14 Code of Federal Regulations Part 77 (14 CFR 77) and the US Standard for Terminal Instrument Procedures, and evaluated aircraft rescue and fire-fighting station emergency response routes. He has analyzed siting and obstructions related to navigational aids associated with a runway extension.

His terminal planning experience includes the development of design day flight schedules, ramp charts, and terminal facility requirements for terminal program definition. Mr. Ramacorti also developed conceptual terminal configurations and provided airside planning services for terminal planning studies at Jacksonville, Miami, Newark Liberty, and Washington Dulles International Airports. He was part of the design teams for new terminal development at William P. Hobby and Ronald Reagan Washington National Airports, for which he developed aircraft parking plans, construction sequencing plans, ramp operational assessments, and pavement marking plans. Mr. Ramacorti has also overseen a broad range of design and construction activities at commercial service airports.



Professional Credentials

- Registered Communications Distribution Designer (RCDD) (#126846)

Jeffrey Reeder, RCDD

Role: Security

Years at Kimley-Horn: 21 | **Total Years of Experience:** 42

Jeff has 42 years of experience in low voltage cabling infrastructure including copper and fiber horizontal, backbone, and campus cabling with specific engineering experience in low voltage communication systems design, access control, SCADA and CCTV infrastructure design. He is an experienced construction manager in communications infrastructure and the design and implementation of infrastructure cabling projects. He also has experience facilitating workshops, reviewing regulatory information, evaluation of existing facilities, preparing implementation plans, and working with multiple stakeholders. As a RCDD, Jeff has first-hand knowledge and experience with performing site and campus-wide security assessments, developing design specifications, details, and construction plans for physical and electronic security infrastructure at municipal facilities. Jeff has experience in implementing the five-layer assessment and design approach.

Relevant Experience

Phoenix Sky Harbor International Airport, Phoenix Sky Train Stages 1 and 1A, Phoenix, AZ – Designer

City of Phoenix, 40th Street/Pecos Road Park-and-Ride Facility Upgrades and Expansion, Phoenix, AZ – Designer

Arlington County, Design of Transportation System Management and Communication Plant Upgrade, Arlington County, VA – Designer

MCDOT, Traffic Management Center (TMC) Relocation, Phoenix, AZ – Designer

City of Phoenix Lift Stations Security Upgrades, Phoenix, AZ – Designer

ADOT, Agua Fria Freeway/Pima Freeway (SR 101L), I-10 to Tatum Boulevard HOV Lanes, Phoenix, AZ – Designer

KDOT, K-10 and K-7 KC Scout Extension, Kansas City, KS – Designer

City of Phoenix, 24th Street Water Treatment Plant Security Improvements, Phoenix, AZ – Designer

Phoenix Northwest Valley Transportation Engineering Services (TSMC Off-site Improvements), Phoenix, AZ — Designer

City of Yuma, Regional Broadband/Fiber Optic Master Plan, Yuma, AZ — Designer



Years of Experience:

With APR: 1

Total: 14

Brandon Reisinger

Sr. Estimator

Mr. Reisinger is a seasoned management professional with 14 years as a Construction Professional, with a consistent and impressive track record of successfully completing projects on time and under budget, as well as leading project controls team in streamlining processes to continually improve efficiency and effectiveness. Brandon has extensive estimating experience in pre-construction, bidding, and construction phases. SME with the Design-Build delivery method.

Selected Project Experience

- Denver Project Controls, Denver, CO
- ATL South Domestic Parking Deck Phase 1, Atlanta, GA
- ABIA Temporary Gate Alternatives, Austin TX
- Estimating, Cost Management, and Scheduling Services, DFW Airport, TX
- ATL Concourse D Widening, Atlanta, GA
- ATL Concourse E Validation Phase, Atlanta, GA
- ATL Concourse T-South Extension, Atlanta, GA
- BCAD Automated People Mover-FLL
- BCAD FLL T5 PDD Reconcile, Miami, FL
- Fair Park FACD IIPR, Dallas, TX
- Fair Park Facility FIFA IBC, Dallas, TX
- MIA North Terminal GSE Maintenance Facility, Miami, FL
- SRQ - Term Conc B Expansion & New Conc A, Sarasota, FL
- SSA Altmeyer Building Automatic Door, Washington, D.C.
- TFC Capitol Complex Phase Two, Austin, TX
- TPA AFM Refurbish, Tampa, FL
- TPA GA Facilities Rehabilitation, Tampa, FL
- TPA GA Facilities Rehabilitation, Tampa, FL
- TPA New Fire Station & ARFF Expansion, Tampa, FL
- FRB Dallas/Houston/El Paso, Dallas, TX
- JROF Maintenance Facility, Denton, TX
- MIA North Terminal GSE Maintenance Facility, Miami, FL
- SAWS University PS Add GST, San Antonio, TX
- SAWS Brooks Recycle Pump Station Upgrades, San Antonio, TX
- SAWS E-54 Regional Lift Station, San Antonio, TX
- SAWS Ranch Town No. 2 PS Improvements, San Antonio, TX
- SAWS SMC Electrical System Improvements Phase 2b, San Antonio, TX
- USFDA DFC Lab, Denver, CO



Morgan Richards, Project Manager/Operations Manager

Professional Credentials

B.S., Technical Journalism, Colorado State University

Project management certification

PMP in progress

Years of Experience: 22 Years

Morgan has led numerous regional and local community engagement projects including video, websites, social media, digital advertising, virtual reality, augmented reality and email. Morgan developed and executed a 2018 and a 2019 digital and social media campaigns which each earned a Ragan Communications Award.

Length of time at Two Hundred: 2 years, 9 months

Relevant Experience

- MKE Milwaukee Mitchell Airport, Master Plan Update, Milwaukee, WI. – Morgan managed the web, print and video projects through project completion. September 2022
- Colorado Water Conservation Board – Video production manager for Water Demand Management video. 2021
- Bay Area Rapid Transit, North Transit Bay Crossing, San Francisco, CA. – Project Manager for Link21 Introductory Video. 2021
- CDOT, I-70 Floyd Hill, Clear Creek County, CO. – Morgan project managed video and website updates. 2020
- Kansas Department of Transit, Active Transportation Plan, KS. – Led team to produce six impact story videos about the state's first Active Transportation Plan in 25 years, which won a national ATP award. 2020
- Bay Area Rapid Transit, North Transit Bay Crossing, San Francisco, CA. – Member of the core team that ideated website content and design, consumer education and interest videos, email content and strategy, digital advertising campaign and use of innovative engagement. 2020
- Los Angeles County Metropolitan Transportation Authority (Metro), Eastside LRT Extension II, Los Angeles County, CA. – Morgan kept the client updated, ensured project compliance and deadlines are met to deliver design visualization videos and stills. 2020
- Sound Transit, Tacoma Dome Light Rail Extension Phase II, Seattle, WA. – Morgan kept the client updated, ensured project compliance and deadlines were met delivering design visualization videos and stills. Performed the QA/QC process following the client's standards and rewrote all KOP descriptions to ADA standards. 2020
- Tri-State Generation and Transmission, Westminster, CO. – Before joining Two Hundred, Morgan managed websites, social media, advertising and video for digital campaigns. She launched a site redesign with 40 campaign landing web pages. Morgan won a Colorado Ad Club award for a social media campaign and a Ragan Award for 2018 and 2019 digital and social media campaigns. She also presented nationally about digital marketing and developed a virtual reality experience to support community sentiment. 2016-2019



PROFESSIONAL AFFILIATIONS

American Association of Airport Executives

WORK HISTORY

All Traffic Data Services, Chief Technology and Innovation Officer, (2022-Current)

Ricondo & Associates, Vice President (2002-2022)

EDUCATION

Masters of Business Administration in Aviation, Embry-Riddle Aeronautical University, Daytona Beach, FL

Industrial Engineering and Management, North Dakota State University, Fargo, ND

CONTACT

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markrichter@alltrafficdata.net

<http://www.alltrafficdata.net>

MARK RICHTER

Chief Technology and Innovation Officer

Mark Richter serves as the Chief Technology and Innovation Officer for All Traffic Data Services, LLC (ATD). In this role, Mark is responsible for leading ATD's efforts in being the leading provider of tech-enabled data collection and analytical services for the movement of vehicles and people. This includes implementing artificial intelligence (AI) data collection systems, cloud computing services, and business intelligence (BI) platforms.

Prior to joining ATD, Mr. Richter served as a strategic advisor to major airport-related businesses, advising on a range of facility, commercial, operational, and strategy issues. He served as a consultant, project manager, and company leader with 20 years of experience in delivering master plans, implementation plans, and infrastructure studies at major air carrier airports in the United States and Europe.

PROJECT EXPERIENCE

Denver International Airport – Master Plan Update Studies and On-Call Airport Planning Services (Ricondo)

Served as Project Manager and Officer-in-Charge of various on-call planning contracts focusing on providing consulting and advisory services. Served as the local Project Manager for the Denver International Airport Master Plan Update Studies, a 20-year development plan for the fifth-busiest airport in the United States.

Phoenix Sky Harbor International Airport – Comprehensive Asset Management Plan (Ricondo)

Project Manager for the Comprehensive Asset Management Plan, which serves as a guide for managing and developing future terminal and cargo facilities and addressing capacity and safety issues with airport roadways.

Keflavik International Airport – Airport Capacity and Business Planning Analysis (Ricondo)

Served as Officer-in-Charge of an airport capacity and business planning analyses contract. Served as Project Manager for study identifying terminal and airfield infrastructure needs and financial feasibility for the next ten years at a rapidly growing transatlantic transfer hub.

Dublin Airport – Airfield Master Plan (Ricondo)

Served as on-site Project Manager for an Airfield Masterplan Update which focused on incremental airfield capacity to maximize operational efficiencies and optimize capital and lifecycle costs. Presented findings to the Dublin Airport Authority CEO and senior leadership, as well as the Irish Aviation Authority.

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



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

Education

- B.S. Industrial Engineering, Purdue University
- M.S. Industrial Engineering, Purdue University
- Ph.D., King’s College, Cambridge University

Relevant Experience

Denver International Airport (DEN) On-Call Airport Planning: Project Manager:
Lea+Elliott was contracted to provide on-call professional services for DEN which has included assisting in assessing various Terminal and Concourse Development Options, specifically identifying the required infrastructure, equipment, and associated costs to expand the Automated Guideway Transit System (AGTS) to 5-/6-car trains. The study will also determine the length of the long-loop extension into the Westin Conference Center necessary for 5-/6-car operations along with system cost associated with the 5-/6-car expansion. As Project Manager, Dr. Ring is leading Lea+Elliott’s work.
Client: City and County of Denver, Department of Aviation

Certifications/
Licenses
N/A

Length of
Employment
22 years

Years of Experience
29

Denver International Airport (DEN) AGTS On-Call Support: Senior Planner:
Lea+Elliott is providing On-Call Task Order engineering support to Denver International Airport for issues related to the AGTS. General support items may include O&M issues, benchmarking, staffing issues, upgrades, and oversight. In addition, Lea+Elliott was issued a separate task order to develop a conceptual design for a new AGTS Maintenance & Storage Facility. Dr. Ring participated in client meetings to determine needs and requirements for a replacement MSF to accommodate an expanded fleet. She provided insights and feedback relative to current planning efforts to ensure compliance with future projects.
Client: City and County of Denver, Department of Aviation

Professional
Affiliations
Institute of Industrial Engineers
Institute for Operations Research and the Management Sciences (INFORMS)

Denver International Airport (DEN) On-Call Airside Planning Services: Project Manager:
Lea+Elliott assisted in airside planning on an on-call basis at DEN. The work included assessing the current and enhanced AGTS system operational capacities, providing a benchmark of the AGTS system relative to other airports, identifying potential enhancements to increase capacity, and review and comment on long-term AGTS system expansion alternatives. As Project Manager, Dr. Ring led Lea+Elliott’s work.
Client: City and County of Denver, Department of Aviation

Other Relevant Experience

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



Professional Credentials

- M.S., Civil and Environmental Engineering, University of Nevada, Las Vegas
- B.S., Civil Engineering, University of Nevada, Las Vegas
- P.E. in CO (#36355), ID, KS, MT, NE, NV, UT, and WY
- PTOE (#555)

Professional Affiliations

- Institute of Transportation Engineers, Member

Curtis Rowe, P.E., PTOE

Role: Transportation Engineer

Years at Kimley-Horn: 28 | Total Years of Experience: 28

With 28 years of experience, Curtis has served as project manager on a variety of traffic engineering projects for public- and private-sector clients. He has performed traffic impact studies, corridor studies, traffic signal design, access and circulation studies, intersection capacity analysis, safety studies, traffic signal warrant studies, roundabout design, signing and marking, ITS design, transportation planning, and transportation demand management program design. His project experience includes Colorado Department of Transportation (CDOT) traffic and safety studies; ITS designs for Wyoming DOT (WYDOT); and transportation master plans for Fort Carson, Buckley Air Force Base, Elbert County, Colorado State University, University of Northern Colorado, and Colorado School of Mines. Curtis brings experience combining transportation planning, traffic engineering, and design into a cohesive package for specific projects.

Relevant Experience

Denver International Airport, Wally Park Relocation Transportation Study, *Denver, CO* – Project Manager

Denver International Airport, Pena Boulevard Corridor Transportation Study, *Denver, CO* – Project Engineer

Denver International Airport, Jackson Gap Street Corridor Study, *Denver, CO* – Project Manager

Pitkin County, Program Management Services for the Aspen/Pitkin County Airport Capital Improvement Project, *Aspen, CO* – Project Engineer

City and County of Denver, Denver International Airport Landside On-Call Civil Engineering Design Services, *Denver, CO* – Project Engineer

City and County of Denver, South Broadway Multimodal Transportation Design Project, *Denver, CO* – Project Engineer

City and County of Denver, Mill Levy 7A Traffic Signal Improvements, *Denver, CO* – Project Engineer

City of Aurora, Aurora Harvest Road Improvements – North of Orchard, *Aurora, CO* – Project Engineer

City of Evans, Multimodal Transportation Master Plan, *Evans, CO* – Project Manager

Colorado State University, Transportation Studies, *Fort Collins, CO* – Project Manager



Professional Credentials

- Masters of Information Systems, University of Phoenix
- MBA, Technology Management, University of Phoenix
- B.S., Industrial Design, ITT Technical Institute

Andrew Scanlon

Role: Aviation Planner

Years at Kimley-Horn: 3 | Total Years of Experience: 23

Andrew has been in the aviation consulting field for 23 years. While the primary focus throughout his career has been traditional airport planning, Andrew is well versed in unique airport planning studies such as Airports-GIS, runway incursion mitigation, airspace analysis including 7460-1 filings, and land use compatibility. He works closely with aviation engineers to develop sensible solutions to current problems while protecting for long-term development at airports. Andrew is a multidiscipline leader, managing varied aspects of airport consulting from planning, to environmental, to design, through program and construction management. Andrew's wide range of aviation experience allow him able to see a project from multiple perspectives and provide his clients with one-of-a-kind experience.

Relevant Experience

Pitkin County, Program Management Services for the Aspen/Pitkin County Airport Capital Improvement Project, Aspen, CO – Aviation Planner

Ogden City, Ogden-Hinckley Airport Layout Plan, Ogden, UT – Project Manager

Birmingham Airport Authority, Birmingham Airport On-Call Professional Services, Birmingham, AL – Aviation Planner

City of Detroit, Coleman A. Young Municipal Airport On-Call, Detroit, MI – Project Planner

Louisville Muhammad Ali International Airport, Professional Airport Planning Services Airport Master Plan, Louisville, KY – Aviation Planner

Clark County Department of Aviation, Henderson Executive Airport Master Plan Update, Henderson, NV – Aviation Planner

Jacksonville Aviation Authority, Professional Planning Services for Cecil Airport Master Plan Update, Jacksonville, FL – Aviation Planner

City of Cottonwood, Cottonwood Municipal Airport, Master Plan and Airport Layout Plan Update, Cottonwood, AZ – Aviation Planner



FRED SCHULTZ RA, LEED AP
SENIOR PROJECT MANAGER / ARCHITECT

Design Architect with proven project management experience with large-scale commercial projects. Extensive experience with high-rise, urban mixed use, multi-family residential, industrial, office and hospitality projects. Executed project budgets over \$80M. Negotiated and managed multiple design and construction contracts. Directed full lifecycle of building processes from procurement, entitlements, design, permitting, construction, and closeout to property sale.

EDUCATION

MA Architecture
 University of Colorado

Bachelor of Design +
 Architecture
 University of Florida

REGISTRATIONS

Registered Architect: CO
 (402769), MA, FL

CERTIFICATIONS

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

YEARS OF EXPERIENCE

40

YEARS WITH IRON HORSE

1

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

Greyhound Bus Terminal Redevelopment – \$450M / 900,000 SF in 2 Towers*

As Senior Project Manager, Mr. Schultz oversaw the design and construction of this mixed-use high-rise development on the former full block site of the Greyhound Bus Terminal. The complex includes a 480 unit, 38 story multi-family tower, a 32-story office tower and under-ground parking for approximately 1000 cars.

3800 Blake Street Redevelopment – \$120M / 330,000 SF*

Mr. Schultz was responsible for procurement, design direction, owner's representation, and general project management for this mixed-use development adjacent to the RTD Light Rail stop at 38th Ave. Phase 1 proposed a 330,00 SF office building and a separate above grade parking structure.

University of Colorado Health – Fitzsimons Army Medical Center Replacement Hospital – \$95M / 75,000 SF*

Mr. Schultz led the design and managed this project which included a five-building complex of structures to clear the site for a planned replacement hospital facility. He also managed all the phasing for the decommissioning of existing structures during construction to maintain continuous service.

Colorado's Ocean Journey Aquarium - Value \$96M / 32,000 SF*

Mr. Schultz served as the architectural project manager and was responsible for the design and team management for this unique project in downtown Denver. This 1M-gallon aquarium helps to tell two stories of water's path from the mountains to the ocean and the animal life found along the way.

City and County of Denver – Wellington E. Webb Municipal Office Building – \$150M / 700,000 SF*

Mr. Schultz served as the architectural project manager and was responsible for the design and team management for this office facility with retail and structured parking.

Education

Bachelor of Science – Civil Engineering, Prairie View A&M University

Master of Business Administration, George Washington University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

Speaking Engagements

AAAE Passenger Facility Charge/Rates and Charges Workshop, 2021

Years of Experience

Ricondo: 7

Other Firms: 17

Office Location

Houston, Texas

Michael L. Scott

Director



Mr. Scott has more than 20 years of experience in project management, airport planning, capital and operational budget development, Airport Improvement Program (AIP) grant administration, and passenger facility charge (PFC) application preparation and administration. Since joining Ricondo & Associates, Inc. (Ricondo), he has served in both project manager and supporting roles on multiple on-call financial services projects for various small-, medium-, and large-hub airports.

Since joining Ricondo, Mr. Scott has served as a project manager for on-call financial services for Hollywood Burbank Airport, providing support for financial modeling, capital development, PFC capacity analysis and application development, and feasibility study services. He also served as a task manager for on-call planning services at Dallas Fort Worth International Airport, providing support for a broad range of assignments, including capital improvement program development, funding source identification and AIP entitlement and discretionary funding scheduling, coordination and development of the Majority-in-Interest project submittals, and business case development for multiple infrastructure projects. He has prepared multiple PFC applications and amendments for Detroit Metropolitan Wayne County, John Glenn Columbus International, Key West International, Midway International, Mobile Downtown, Mobile Regional, O'Hare International, Palm Beach International, and Tri-Cities Airports, as well as for Dallas Love Field. Mr. Scott also assisted in the development of the master plan financial analysis for Phoenix Sky Harbor International Airport and Dallas Love Field. He was also a presenter for the American Association of Airport Executives PFC 101 workshops.

Prior to joining Ricondo in 2014, Mr. Scott served as an airport planning engineer and grant administrator for the Metropolitan Washington Airports Authority (Authority), which owns and operates Washington Dulles International and Ronald Reagan Washington National Airports. In that dual role, Mr. Scott worked simultaneously with the Authority's airport engineering, planning, and finance departments. This experience enabled him to gain invaluable insights into how these usually fragmented segments could effectively work together on long-term projects requiring federal funding and the issuance of airport revenue bonds.

During his 12-year tenure as grant administrator, Mr. Scott managed the AIP grant administration program, and he developed and prepared PFC applications totaling more than \$1.5 billion. In addition, he participated on the Authority's finance committee and assisted in the issuance of more than \$6 billion in airport revenue bonds.

As an airport planning engineer, Mr. Scott served as a project manager and technical advisor for the preparation and modification of master plans and other comprehensive planning and business analyses for airport development. His projects included support of the airport use and lease agreement, as well as development of the capital infrastructure maintenance budgets for both Authority airports, which totaled more than \$35 million annually.



Julian Sisneros, PLS
*Director of Surveying
 and Mapping*

REGISTRATION

- Professional Land Surveyor
 – Colorado

EDUCATION

- BS, Surveying and Mapping, Metropolitan State University of Denver, 2007

AFFILIATIONS

- Professional Land Surveyors of Colorado (board member)
- Hispanic Contractors of Colorado (board member)

YEARS WITH FIRM

- 5 years

ROLE

- Survey and Mapping Manager

PROFILE

Julian has worked with the City & County of Denver, and DEN in various capacities including conducting field work on CCD projects as a Party Chief, processing field data collection as a Survey Technician, managing field crews on CCD projects as a Field Coordinator, and also managing CCD projects as a Survey Project Manager. With this multitude of experience working on CCD projects, Julian has a robust understanding of CCD Surveying Standards, which includes a thorough comprehension of the CCD Local Mapping Projection, the NAVD 88 Benchmark system, and the Range Point system used throughout the city. Julian also has vast experience managing field crews, office staff, projects, and clients. He is also proficient in solving boundary discrepancies and writing legal descriptions.

RELEVANT EXPERIENCE

- ***DEN Concourses B and C East Expansion, Construction Staking Survey, Denver International Airport, CO.*** Project Manager in charge of the construction staking services and Quality Control. Responsible for the oversight of all survey requests from the client to ensure office and field staff are providing quality data. HCL kept up with the demands of requests to do our part in maintaining the schedule for the concourse expansion build-out.
- ***DEN North Campus Parking Facility, Denver International Airport, CO.*** Surveyor of Record responsible for the oversight of the topographic survey for the design of the parking facility. Responsibilities included survey control, topographic survey, and underground utilities. Coordinated with DEN Survey Section on following the protocols for setting secondary control while using the DEN Low Distortion Projection (LDP) coordinate system. Also in charge of the quality and accuracy of all field and office tasks and final deliverable to client.
- ***DEN Entry/Exit Parking Plazas Design Survey, Denver International Airport, CO.*** Project Manager and Surveyor of Record responsible for the oversight of the topographic survey for the design of new entry/exit gates and kiosks at all DEN parking garages. Responsibilities included survey control, topographic survey, and underground utilities. Coordinated with DEN Survey Section on following the protocols for setting secondary control, while using the DEN Low Distortion Projection (LDP) coordinate system. In charge of the quality and accuracy of all field and office tasks, along with final deliverable to client.
- ***DEN Concourses A and B West Expansion, Design Survey, Denver International Airport, CO.*** Project Manager and Surveyor of Record responsible for the oversight of the topographic survey for the design of Concourses A and B West, as well as setting the survey control for interior 3D LiDAR scan of the basement level. Responsibilities included coordination with DEN Survey Section on following the protocols for setting secondary control, while using the DEN Low Distortion Projection (LDP) coordinate system. Coordinated with DEN Operations to be escorted into the movement areas to complete the topographic survey.
- ***DEN Wally Park Relocation Design Survey, Denver International Airport, CO.*** Project Manager and Surveyor of Record responsible for the oversight of the topographic survey for the design of the North Campus parking facility. Responsibilities included survey control, topographic survey, and underground utilities. Coordinated with DEN Survey Section on following the protocols for setting secondary control while using the DEN Low Distortion Projection (LDP) coordinate system. In charge of the quality and accuracy of all field and office tasks and final deliverable to client.
- ***Southwest Airlines Maintenance Hangar Design Survey, Denver International Airport, CO.*** Project Manager and Surveyor of Record responsible for the oversight of the topographic survey for the design of the new Southwest Hangar facility at DEN. Responsibilities included survey control, topographic survey, and underground utilities. Also in charge of the quality and accuracy of all field and office tasks, and final deliverables to client.



RAE STEPHANI, PE, PTOE, RSP₁ **PROJECT ENGINEER**

SUMMARY: Ms. Stephani's background is focused on transportation operations, safety and multimodal planning and design. Rae has been involved in many successful corridor planning and transportation operations studies with a focus on improving the safety, traffic operations, and connectivity of the multimodal network. Rae has also worked on traffic impact studies, neighborhood impact analyses, access management studies, and traffic engineering design projects in the southwest for both private and public clients.

RELEVANT EXPERIENCE:

Swansea Recreation Center Natatorium Addition – City of Denver, Denver, CO

The purpose of this project is to provide a natatorium addition, renovate the existing Recreation Center, replace the existing futsal court, provide new concrete walks and landscaping, and complete all necessary utility upgrades for the Swansea Recreation Center. The addition is expected to include pools, a challenge course, locker rooms, and associated facilities. Rae led the analysis to identify the existing and future parking demand associated with the recreation center and identify potential parking solutions.

Larimer Square Closure Traffic Analysis – Denver, CO

Larimer Street from 14th Street to 15th Street defines Larimer Square, a historic block in Downtown Denver that is a landmark for shopping, restaurants, and nightlife. Historically, Larimer Square has closed to vehicle traffic for private events. In response to the coronavirus pandemic (COVID-19), Larimer Square was closed to vehicle traffic in June 2020. Y2K analyzed the transportation impacts of making the Larimer Street closure permanent. This project also included coordination with DOTI to evaluate the impact of the roadway closure as it relates to the city-wide transportation network and associated planning efforts, including the Denver Moves initiative.

Village at Colorado Springs Traffic Impact Analysis – Colorado Springs, CO

The purpose of this project was to prepare a traffic impact analysis report for the multi-family residential parcel proposed in Colorado Springs. The report evaluated the anticipated traffic impact for the 229-unit multi-family residential parcel by modeling the anticipated traffic conditions for the opening year and 2042 horizon year with and without traffic from the proposed development. Findings were presented to the project team for submittal to the City of Colorado Springs.

Transit Route Assignment and General Model Improvement and Update - Flagstaff Metropolitan Planning Organization (FMPO) Flagstaff, AZ

This goal of this project was to model transit ridership and update the general vehicle model in the City of Flagstaff. Effective modeling assists decision makers in understanding necessary first and last mile improvements, identifies transit use by developments, and expands network wide modeling capacity of vehicle, transit, pedestrian and bicycles modes. Rae facilitated on-board surveying efforts of Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) riders. While riding the bus, riders surveyed were asked to provide destination-origin information about their current trip. Through surveying efforts on eight bus routes during all hours of operation, over 600 electronic and paper surveys were collected.

EDUCATION AND TRAINING:

B.S., Civil Engineering
Northern Arizona
University

REGISTRATIONS:

Professional Engineer in
Colorado #0059066

TIME WITH FIRM:

4.5 Years with Y2K /
6 Years Total Experience

AFFILIATIONS:

Institute of Transportation
Engineers (ITE), Secretary -
Colorado

Women in Transportation
(WTS), Member

American Society of Civil
Engineers (ASCE), Member

Jacob D. Strawn

Managing Consultant

Education

Bachelor of Science – Aviation Management, Southern Illinois University at Carbondale

Master of Public Administration – Aviation, Southern Illinois University at Carbondale

Professional Affiliations

Airport Ground Transportation Association

Certifications and Licenses

Private Pilot, Airplane, Single Engine Land

Years of Experience

Ricondo: 16

Other Firms: 6

Office Location

Chicago, Illinois



Mr. Strawn joined Ricondo & Associates, Inc. (Ricondo) in 2005 and has over 22 years of experience working on airport planning and aviation projects. He has applied his experience in airport ground transportation planning on a variety of projects, including rental car facility planning, public parking planning, ground access planning, comprehensive landside master plans, and on-call planning assignments at airports throughout the United States.

Mr. Strawn is currently supporting consulting efforts for the Los Angeles World Airports (LAWA) and leading a public parking facility requirement and long-term concept development analysis for the Airfield and Terminal Modernization Project at Los Angeles International Airport (LAX). He is also currently assisting the State of Hawaii in determining the feasibility of constructing a consolidated rental car center at Lihue Airport. The project includes programming, developing the facility layout, determining the impact of relocating close-in public parking products, and conducting a bus fleet analysis.

Mr. Strawn's public parking analysis experience includes demand and revenue forecasting and facility layout planning. Most recently he led a study to analyze on-airport parking demand and the related rate structure at O'Hare International Airport. This included the development of a parking revenue model designed to ensure that future parking revenues would be sufficient to support the construction of new parking facilities that would be co-located with a consolidated rental car facility.

Mr. Strawn's has led rental car facility planning projects at over fifteen airports including recent studies for Dallas Love, Washington Dulles, Dublin (Ireland), and Pittsburgh International Airports. These studies included developing facility requirements, operational layout of the rental car facilities, a shuttle bus fleet analyses, assessment of vehicle traffic on the surrounding roadways, and building consensus between the airport operators and the rental car companies.

Mr. Strawn's overall knowledge of airport ground transportation is best described by his assignment as project manager for Ricondo's participation in the Airport Cooperative Research Program (ACRP) research project regarding new concepts for airport terminal landside facilities. Surface accessibility was recently identified in the National Plan of Integrated Airport Systems (NPIAS) as a key factor in the quality of air transportation and provides a good indication of system performance. The objective of this research was to develop new concepts that will stimulate design innovation and operational improvements for terminal landside facilities at large- and medium-hub airports to improve passenger accessibility and level of service between ground transportation and the secure parts of the terminal.



ARLEEN TANIWAKI
PRINCIPAL

Relevant Projects

DEN Recycle Yards Third Party Operations, Denver, CO
Colorado Aerotropolis Visioning Study: Denver, CO
Colorado Air and Space Port Plan: Adams County, CO
Denver Facilities Site Study: Denver, CO
Aurora Highlands Market Study: Aurora, CO

Education

Master of City Planning, University of California, Berkeley
Bachelor of Arts, Political Science, University of California, Los Angeles
Colorado Real Estate Broker (currently inactive)
UC Berkeley MBA Extension Course in Real Estate Feasibility Analysis

Community

Board Member: Habitat for Humanity of Metro Denver
Board Member: Radian
Urban Land Institute Community Development Product Council
Women's Transportation Seminar (WTS)
Former Member: Denver Planning Board

EXPERIENCE SUMMARY

Arleen Taniwaki is a land use economist and planner with extensive experience in market-based land use economics, transportation planning, city planning, economic analysis, real estate development, and finance.

Market and Feasibility Analysis – Ms. Taniwaki conducts market and feasibility studies for land use and development plans for public and private agency clients. Her work encompasses population and employment growth projections, as well as an analysis of potentials for residential and commercial development. Her technical expertise extends to retail, office, single and multi-family residential, industrial, hotels, and other industry segments.

Economic Analysis – Ms. Taniwaki conducts business case analysis, economic impact analysis, fiscal impact analysis, cost-benefit analysis and sensitivity analysis in support of land use and transportation projects and plans. She has also quantified the specific impacts of project acquisitions where she has interviewed property owners / businesses and enumerated potential jobs, salaries, revenues, property, sales taxes and other impacts.

Planning and Finance - Ms. Taniwaki provides financing strategies for real estate development projects and land use planning implementation. She has a broad understanding of the variety of financial tools available for projects and for municipalities and has quantified the financial feasibility of tools including urban renewal and special districts.

Transportation Planning - Ms. Taniwaki works on transportation planning and financing strategies. Her work encompasses socioeconomic analysis, local land use planning, population and employment growth projections, as well as economic benefits from improved transportation access. She participates as an integral member of the team in key stakeholder and public meetings. Ms. Taniwaki has created financial and implementation plans for transportation projects where she has identified potential local, state, and national funding sources as well as other resources including joint public-private partnership opportunities.



Professional Credentials

- M.S., Sports Business, University of Northern Colorado
- B.A., Public Relations and Advertising, University of Northern Colorado

Ryan Thomas

Role: LiDAR/Survey

Years at Kimley-Horn: 3 | Total Years of Experience: 11

Ryan's expertise lies with project strategy and project management. In his three years with Kimley-Horn, Ryan has supported several of Kimley-Horn's blue-chip programs in the efforts of Reality Capture. From large box stores and distribution centers to water treatment facilities and large acreage feature extraction (over 1,000+ acres of aerial feature extraction, Ryan continues to expand Kimley-Horn's reality capture offerings firmwide assisting his clients in support of third-party survey to detailed Revit and CAD modeling. Ryan has an additional eight years of experience with a variety of reality capture hardware including DJI and Skydio drones to FARO, Matterport and Leica laser scanners. Ryan is proficient with software applications including ESRI's SiteScan, FARO SCENE and WebShare Cloud, and Autodesk Recap. Ryan is a certified Part 107 operator and has been flying drones for two years. Ryan will support this project in the form of data capture, project strategy, and technical workflow to ensure the clients end deliverables are meeting expectations.

Relevant Experience

North Wilkesboro Water Treatment Plant Upgrade, North Wilkesboro, NC – Field Operations

Cherokee Ranch Solar Farm, CORE, Sedalia, CO – Field Operations

Meridian Metropolitan Water District, Asset Management, Shea Properties, Meridian, CO – Project Manager

Town of Chino Valley, Wastewater Treatment Plant Upgrade, Chino Valley, AZ – Project Manager

Boulder City Municipal Airport, Air Traffic Control Tower Siting, Boulder City, NV – Field Operations

St. Charles Town Company, LLC, Great Western Sugar Mill Terrestrial Scans and Aerial Feature Extraction, Longmont, CO – Project Lead/Field Crew

Hume Christian Camps, Aerial Feature Extraction, Hume Lake and Big Bear, CA – Project Manager/Field Operations

Education

Bachelor of Arts – Architecture,
University of Idaho, Moscow

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

Years of Experience

Ricondo: 16

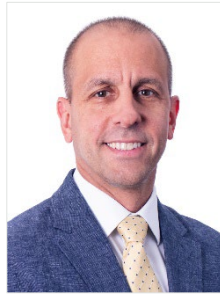
Other Firms: 11

Office Location

Denver, Colorado

Chad Townsend

Vice President



Mr. Townsend is recognized as an aviation industry leader. He has over 25 years of experience planning, developing, and implementing successful solutions at the world's busiest airports, including four of the top five busiest airports by passenger activity in the United States and multiple international airports in Europe and the Middle East.

Mr. Townsend currently serves as Terminal and Facilities Lead and Senior Advisor for the Advanced Planning IDIQ for Seattle-Tacoma International Airport. His efforts to date include: conducting a Main Terminal optimization study to determine existing processor deficits; providing solutions for accommodating passenger and baggage activity in advance of a new second terminal; assisting with facility programming and concept refinement for the proposed new terminal; and developing a new intermodal focus intended to provide seamless connectivity to multiple airport campus elements.

Mr. Townsend recently served as the project manager for the five-year Airport Planning Professional Services contract at Los Angeles International Airport. Efforts included participating in the collaborative development of capital improvement program initiatives with senior LAWA staff and coordinating with multiple teams to develop independent infrastructure improvements throughout the Central Terminal Area. He also served as a stakeholder liaison and owner representative, providing strategic technical expertise for the review of multiple airline facility proposals and initiatives. His previous efforts at the airport included leading the advanced planning effort for the North Midfield Satellite Concourse terminal, from initial programming and feasibility through the delivery of a project criteria document used as the basis for procurement of design services.

He also served as a project manager and/or senior terminal lead for Abu Dhabi Airports Company to provide programming and alternatives development. Projects included implementation phasing for the expansion of Terminals 1, 2, and 3 at Abu Dhabi International Airport, which was related to the commissioning of a new Midfield Terminal Complex. He was also involved with terminal programming and alternatives development for Al Ain International Airport.

Also, Mr. Townsend was the project manager for Ricondo's collaboration with the Maryland Aviation Administration's Office of Planning and Environmental Services. In this role, he led the implementation of the Terminal Modernization Program for Baltimore/Washington International Thurgood Marshall Airport following Southwest Airline's acquisition of AirTran Airways, which included development of the BC Connector and expansion of airline operations facilities.

Additionally, Mr. Townsend led terminal programming and alternative development efforts for the City of Atlanta, Department of Aviation to update the master plan for Hartsfield-Jackson Atlanta International Airport. He also led the programming and concept development for the expansion of the Maynard H. Jackson International Terminal. From 2000 to 2004, Mr. Townsend led efforts at the airport to develop gate expansion alternatives and to address the changing security environment.

Education

Bachelor of Science – Civil Engineering, Michigan Technological University

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

Years of Experience

Ricondo: 15

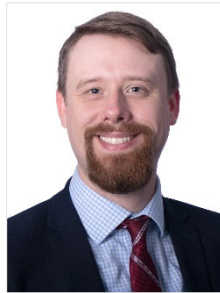
Other Firms: 0

Office Location

Chicago, Illinois

Michael D. Truskoski

Managing Consultant



Since joining Ricondo & Associates, Inc. (Ricondo), in 2006, Mr. Truskoski has assisted with a variety of airspace and land use planning tasks, including obstruction analyses under Title 14 Code of Federal Regulations Part 77 (14 CFR Part 77), *Safe, efficient use and preservation of the navigable airspace*, and *US Standard for Terminal Instrument Procedures* (TERPS); one-engine-inoperative object analyses; and International Civil Aviation Organization (ICAO) Annex 14, Aerodromes, and PANS-OPS analyses.

Mr. Truskoski led comprehensive TERPS and Part 77 analyses for Los Angeles (Tom Bradley International Terminal bridge height evaluation), McCarran (Las Vegas), Midway, San Diego (and the surrounding counties) International Airports, Boca Raton, and Ronald Reagan Washington National Airports. He held a lead role in tall object analyses for Charleston, Midway, O'Hare, San Diego, and Washington Dulles International Airports.

He conducted 14 CFR Part 77 analyses for Denver, El Paso, O'Hare, and Midway International Airports, Boca Raton, Oroville Municipal, Rostraver, and Stinson Municipal Airports. He has had lead roles in ICAO Annex 14 analyses for Sir Bani Yas Island Airport and Al Bateen Executive Airport, and has assisted with analyses for Al Ain International Airport, all in the United Arab Emirates. He also conducted one-engine-inoperative evaluations for Denver and Midway International Airports.

He also held a lead role in the preparation of line-of-sight studies for Kahului Airport's remain overnight aprons and support facilities in order to assess the effect of proposed aircraft tails, utility poles, and facility relocation line-of-sight to neighboring taxiways. In addition, he prepared a line-of-sight analysis for St. Lucie County Airport in support of an Airport Traffic Control Tower siting and height study and performed an analysis for O'Hare International Airport to assess the impact of new facilities on a future taxiway system to dictate which Control Tower was responsible for directing aircraft ground movements and determine safe hand-off points.

Mr. Truskoski has also served in lead roles for runway length analyses, airfield geometry compliance studies, hot spot reviews and mitigation assessments and peer design reviews for new facilities especially at O'Hare International Airport. He has prepared Airport Rescue and Firefighting response time analyses, as well as for support facility drive-time reviews to assess truck lead times for Abu Dhabi and O'Hare International Airports. He also prepared optimized emergency response times and routes for Abu Dhabi International Airport to simulate minimum response times to various future facilities.

Mr. Truskoski prepared support facility relocation plans for Laredo International and Dallas Love Field Airports, and he also prepared comprehensive master plans for Al Bateen and Laredo International Airports, both of which contained large facility development or repurposing plans in addition to taxiway geometry considerations and operational feasibility assessments.



Professional Credentials

- B.S., City and Regional Planning, California Polytechnic State University – San Luis Obispo
- Part 61 Private Pilot License
- Part 107 Certified UAV Operator
- Member AUVSI – Association for Unmanned Vehicle Systems International
- Member ASPRS - American Society for Photogrammetry and Remote Sensing
- Member ISPRS - International Society for Photogrammetry and Remote Sensing
- Volunteer with the USGS National Map program

Bobby Valentine

Role: LiDAR

Years at Kimley-Horn: 8 | Total Years of Experience: 8

Bobby brings 26 years of experience with visual solutions and emerging technologies. Bobby oversees the Reality Capture practice at Kimley-Horn spanning from handheld LiDAR units to high resolution aerial photogrammetry. Bobby has spent his career as a technical evangelist providing solutions for government and commercial customers enlisting a wide range of relevant technologies in industry sectors such as water/wastewater, land development, transportation, and aviation. Bobby is a Part 61 private pilot, a seasoned Part 107 UAS operator, and has been flying drones in the engineering field for 12 years. He is a contributor, integrator and power-user of drone processing software (such as ESRI's SiteScan, Reality Capture, Pix4D, Context Capture) implementing survey control to these data sets which provide clients with a variety of supplemental survey deliverables including elevation data, drainage analysis, bare earth analysis, terrain and shoreline analysis, and timeline comparisons.

Relevant Experience

Ball Aerospace, Laser Scanning Services, Statewide, CO
– Project Manager

Great Western SugarMill, Laser Scanning and Drone services, Longmont, CO – Project Manager

City of Lone Tree, 2020 Transportation Asset Data Collection Services, Lone Tree, CO
– Reality Capture Manager

Colorado Air and Spaceport Pavement / Asset Collection, Watkins, CO – Reality Capture Manager

U.S. Trade and Development Agency (USTDA), Technical Assessment of Unmanned Aerial Systems (UAS) Market Overseas, Arlington, VA – UAS Data Contributing Editor

Costco Distribution Facility As-Built LiDAR Data Collection, Ontario, CA – Reality Capture Manager

Raleigh-Durham Airport Authority, Raleigh-Durham International Airport 2040 Master Plan Video, Statewide, NC – Visualization Manager



Andrew Vermouth, Creative Director

Professional Credentials

Bill & Melinda Gates Foundation Grantee Strategic Communications Training New York, NY
 Harvard University Extension Cambridge, MA Graduate coursework in film/cinema studies
 B.A., Concentration in Classics, Lawrence University

Years of Experience: 26 Years

Andy started in community engagement as the creative director for Arrowstreet Architects where he directed project marketing, photography, photo-composite renderings for large municipal and retail development projects and started the firm's 3D-modeling services. Since then Andy has created new business solutions in the food/water/energy nexus through digital innovation and integrative design. He has a high-level experience developing investor and program partnerships, products, and businesses in urban and rural environments in the U.S. and 20+ countries internationally.

Length of time at Two Hundred: 2 years, 7 months

Relevant Experience

- City and County of Denver, Employee Transportation Demand Management Program, Denver, CO. – Creative Director that led brand development for the program. October 2022.
- Colorado Water Conservation Board, Water Infographics, Denver, CO. – Creative Director for creation of infographics to increase understanding of decreased availability of water resources.. August 2022.
- Bay Area Rapid Transit, North Transit Bay Crossing, San Francisco, CA. – Creative Director and Senior Videographer for Link21 Introductory Video. 2021
- MKE Milwaukee Mitchell Airport, Master Plan Update, Milwaukee, WI. – Creative Director and Data Senior Lead for the Public Information Session online meeting. Andy also developed the welcome video for the site. 2021
- Colorado Water Conservation Board – Creative Director for Water Demand Management video. 2021
- Kansas Department of Transit, Active Transportation Plan, KS. – Creative Lead for the package of six impact story videos about the state's first Active Transportation Plan in 25 years. 2020
- Bay Area Rapid Transit, North Transit Bay Crossing, San Francisco, CA. – Andy created content, data visualization and digital advertising work for the launch of this 20-year project. Andy was on the work team that crafted the key messages and the program website. 2020
- City and County of Denver's SNAP Partnership with USDA, Denver, CO. – Managing Director, UpDIG. Created Denver's first successful partnership for food access with USDA SNAP and market subsidies in neighborhood corner stores using a website and app integration. 2015.

Education

Bachelor of Science – Civil Engineering, University of Nebraska

Master of Science – Civil and Environmental Engineering, University of California, Berkeley

Professional Affiliations

Airports Council International-North America – Member

American Association of Airport Executives – Corporate Member

American Society of Civil Engineers – Member

Years of Experience

Ricondo: 19

Other Firms: 0

Office Location

Denver, Colorado

Erik T. Wilkins, PE

Director



Since joining Ricondo & Associates, Inc. (Ricondo) in 2003, Mr. Wilkins has worked on various airside, ground transportation, and master planning projects at a variety of airports in the US and abroad. He is Ricondo's Airfield and Airspace Operations and Analytics Technical Service Coordinator. He is skilled at creating data organization structures, analyzing and interpreting a wide variety of data, managing and coordinating work efforts, writing reports, creating exhibits, and presenting results to clients.

Mr. Wilkins has a strong background in airfield and airspace simulation modeling. He has used the Total Airspace and Airport Modeller (TAAM) for analyses at Abu Dhabi (UAE), Boston Logan, O'Hare, Dallas Fort Worth, Harry Reid (Las Vegas), Sergey S. Prokofiev Donetsk, and Lviv Danylo Halytskyi International Airports. He has used the Airport and Airspace Simulation Model (SIMMOD) for work at Los Angeles and San Diego International Airports and has managed several other SIMMOD analyses, including at Hartsfield-Jackson Atlanta International, Ronald Reagan Washington National, Dublin (Ireland), Keflavik (Iceland), Hamad (Qatar) International, Miami International, and Washington Dulles International Airports. He has managed the development of an Air Traffic Optimization (AirTop) Airside Aircraft and Airport Terminal Airspace model for Denver International Airport and Comprehensive Airport Simulation Technology (CAST) Aircraft and Vehicle models for Hamad and O'Hare. He has used runwaySimulator to estimate hourly runway capacity at several US airports. In addition to proficiency with simulation software, he can utilize a wide range of other tools that support pre-processing of model inputs and post-processing of model outputs.

Mr. Wilkins has extensive ground transportation planning experience, including at Baltimore/Washington International Thurgood Marshall, Phoenix Sky Harbor International, Reagan National, and San Antonio International Airports, providing onsite planning support, coordinating extensive traffic data collection, and conducting roadway performance and capacity analyses. He has conducted vehicle parking demand, capacity, and revenue analyses at Baltimore/Washington, Dallas Love Field, Palm Beach International, Sarasota-Bradenton, Denver, and Atlanta Airports. He has also conducted response time analyses for fire and emergency medical service station studies at Baltimore/Washington International Thurgood Marshall and Washington Dulles International Airports.

Mr. Wilkins has managed and performed other technical airside and landside master planning efforts for Abu Dhabi, Atlanta, Manchester (UK), London Stansted (UK), London City (UK), London Gatwick (UK), Raleigh-Durham International, Milwaukee Mitchell International, St. Louis Lambert International, Indianapolis International, and Tampa International Airports. He also served as a landside subject matter expert on the Airports Working Group of the Joint Planning and Development Office, supporting the conceptual development of the Next Generation Air Transportation System (NextGen) in the US. Prior to joining Ricondo, Mr. Wilkins was a graduate research and teaching assistant with the National Center of Excellence for Aviation Operations Research (NEXTOR) at the University of California, Berkeley.

Education

Bachelor of Science – Aviation Technology, Purdue University

Management Minor – Purdue University, Krannert School of Business

Professional Affiliations

Airports Council International World Economics Standing Committee – Former Member

Airports Council International–North America – Past Finance Committee Steering Group, Member

American Association of Airport Executives – Corporate Member

Women in Transportation Seminars, Greater Chicago Chapter – Past President

Certifications and Licenses

Commercial Pilot Certificate
Multi-Engine Land, Instrument
Airplane (not current)

Years of Experience

Ricondo: 19

Other Firms: 0

Office Location

Chicago, Illinois

Kristina L. Woodward

Vice President



Ms. Woodward joined Ricondo & Associates, Inc. (Ricondo) in 2002. Currently she manages large, multi-disciplinary teams delivering airport consulting services and provides advisory services for senior airport management staff. She focuses on understanding the needs of airport operators and delivering the services that help inform decision-making. She evaluates and provides strategic guidance on capital projects that range from multibillion-dollar programs to small-scale airport projects, often with a focus on the relationship of capital program needs and financial implications. Ms. Woodward's experience includes

efforts at Austin-Bergstrom International, Dallas Fort Worth International, Fort Lauderdale-Hollywood International, LaGuardia, Midway International, O'Hare International, Philadelphia International, San Diego International, and Luis Muñoz Marín International (San Juan) Airports. Ms. Woodward also evaluated economic and regulatory issues impacting airports world-wide through her prior membership position on the Airport Council International World Economics Standing Committee and continued focus on US legislative actions.

Ms. Woodward has been involved with large, complex bond issuances, grant applications, Passenger Facility Charge (PFC) applications, and Federal loans. She has participated in the preparation of financial feasibility reports for nearly \$20 billion in revenue bond financings including bonds from seven different issuers. Her role includes overseeing analysis and report development, coordination with stakeholders, and participation in ratings agency and investor presentations. Her financial analyses include the evaluation of bonds supported by a broad variety of revenues sources including general airport revenues, PFC revenues, rental car Customer Facility Charge revenues, and Federal Aviation Administration (FAA) grant revenues.

Ms. Woodward has assisted with the completion of numerous US Federal funding applications, including five FAA Airport Improvement Program Letter of Intent applications and associated benefit cost analyses. She has also completed applications for PFC impose-and-use authority for runway projects, land acquisition, terminal expansion, and sound insulation projects. At the invitation of the FAA in 2013, Ms. Woodward participated in a working group session that evaluated the PFC program and its potential reform. Ms. Woodward has also assisted in applying for and closing one of only a few US Department of Transportation Infrastructure Finance and Innovation Act loans for airport projects.

Ms. Woodward led a variety of significant projects assisting airports with financial and operational needs. She assisted the Chicago Department of Aviation in coordinating funding sources for four runways and a combined public parking/consolidated rental car facility; she led the bond feasibility study for the LaGuardia Airport Terminal B Redevelopment Project—a public-private partnership project to replace the central terminal at LaGuardia Airport; and she managed large-scale simulation analyses of airport operations for O'Hare and San Diego International Airports. At the request of the FAA, Ms. Woodward is currently working on two training workshops that address challenges facing airports today and are intended to provide additional airport perspective for senior FAA staff.

Education

Bachelor of Architecture,
Southwest Jiaotong University

Master of Science – Computer
Science, University of Northern
Virginia

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Corporate Member

US Green Building Council –
Leadership in Energy and
Environmental Design (LEED™)
Accredited Professional

Certifications and Licenses

Registered Architect, Virginia

NCARB Certified

Years of Experience

Ricondo: 10

Other Firms: 8

Office Location

Alexandria, Virginia

Fan Yang, NCARB, LEED AP^{BD+C}

Managing Consultant



Mr. Yang has practiced architecture and planning for over 15 years, with the past 10 years concentrated on planning and design of airport passenger terminal complexes including various type of terminal processors, concourses and other related facilities. With a background in both architecture and computer science, Mr. Yang is proficient with using visualization and Building Information Management (BIM) software to improve and validate concepts during the planning process. His involvement is principally in a role as design architect responsible for advancing master plan level concepts to schematic level detail drawings and three-dimensional visualizations.

Between 2011 and 2019, Mr. Yang was involved in many airport master plan updates. He integrated multiple perspectives of every planning element into long-term visions for our clients. The highlighted projects include transformation of Pittsburgh International Airport; modernization of Miami International Airport; modernization of Fort Lauderdale–Hollywood International Airport; nonaeronautical development of Washington Dulles International Airport north terminal area; and ongoing Front Gate vision for Dallas Fort Worth International Airport. He also was involved in developing schematic designs of terminals for several large- and medium-hub airports within the United States including a new 16-gate international Airside D at Tampa International Airport; a new unit terminal at Fort Lauderdale–Hollywood International Airport; the 23-gate wide-body international Midfield Satellite Concourse for Los Angeles International Airport; redevelopment of Terminal 3 at Phoenix Sky Harbor; an 11-gate expansion to Terminal B/C and 13-gate expansion to Terminal A at Ronald Reagan Washington National Airport. Mr. Yang led terminal design efforts outside of the US for assignments in the Ukraine for three airports in cities (Kiev, Lviv and Donetsk) hosting the 2012 Euro Cup competitions, where Ricondo reviewed and provided plan improvements to new terminal designs in the role of advisor to the national government agency responsible for Euro 2012 infrastructure. Under a subsequent assignment, he developed an Airport City concept for nonaeronautical land development at Kiev (Borispyl International Airport) and a 35,000 square meter expansion to New Terminal D to consolidate commercial air service into a single facility. He has participated on several airport privatization teams including a private sector team proposing on an offer for Luis Muñoz Marín International Airport, and as advisor to the Chicago Department of Aviation preparing proposal documents for Midway International Airport.

Between 2005 and 2011, Mr. Yang was involved in several terminal design projects including design-build for the expansion of Terminal 2 West at San Diego International Airport; new outbound baggage screening/makeup and baggage claim facilities design for Philadelphia International Airport; and new terminal facility conceptual and schematic design for LF Wade International Airport (Bermuda). During this time, Mr. Yang participated in comprehensive planning assignments at two large-hub airports in the US: the 2020 Improvements Program for Minneapolis–St. Paul International Airport; and long-range terminal planning for Hartsfield–Jackson Atlanta International Airport that considered multiple options for expanding aircraft gates and associated terminal/landside capacity including development of a south terminal complex.



EDUCATION AND TRAINING:

B.S., Political Science,
Arizona State University, 1999

Master of Urban and
Environmental Planning,
Arizona State University, 2009

PROFESSIONAL REGISTRATIONS:

American Institute of Certified
Planners #31855

TIME WITH FIRM:

1.5 Year with Y2K /
20+ Years Total Experience

CAREER HISTORY

Y2K Engineering
Transportation Planning
Manager (2021 - current)

*City and County of Denver,
Department of Transportation
& Infrastructure*
Planning Manager (2019 -
2021)

Parsons
Planning Project Manager
(2018 - 2019)

*City of Phoenix, Street
Transportation Special Project
Admin.* (2015 - 2018)

*Maricopa Association of
Governments Transportation*
Planning Project Manager
(2011 - 2015)

Transportation Programming
Manager (2007 - 2012)

Transportation Planner II
(2005 - 2007)

Eileen Yazzie, AICP

Transportation Planning Practice Manager, Y2K Engineering

SUMMARY: Eileen has 20+ years of experience that has resulted in known successes of transportation/transit corridor and network analysis, managing and delivering multi-modal projects, and public engagement. Ms. Yazzie has a diverse planning portfolio that includes corridor, neighborhood, sub-area, city, and regional planning achievements. Public Transit is Eileen's first passion in transportation planning recognizing that it connects people and communities to opportunities for everyday needs: work, food, healthcare, education, and family and friends that also provides a sustainable transportation system.

RELEVANT EXPERIENCE:

US-285/Hampden Ave: Lowell Boulevard to I-25, Congestion Mitigation Study – Englewood, CO Eileen is supporting the project team in establishing a corridor vision for short and long-term solutions that address safety concerns, reduce congestion, improve operational performance, and address future transportation needs. Y2K reviewed previous planning and design effort; completed a comprehensive safety/crash analysis; and will be supporting the development of the alternatives screening process (to include qualitative and quantitative metrics). The process will develop a ranking system based on multiple factors, including traffic operations, safety, land-use integration, economic and environmental feasibility, multimodal impacts, public involvement, and stakeholder input.

Road Safety Action Plan, City of Phoenix - Phoenix, AZ Ms. Yazzie is serving as the Deputy Project Manager for the City of Phoenix Road Safety Action Plan that will provide a road map for the city to hone a 'safety first' proactive stance in reducing roadway related fatalities. Supporting this plan is the creation of evaluation tools essential for ensuring long term execution of the plan; determination of a High Injury Network (HIN) and emphasis areas through a crash analysis process; and creation of a suite of tools, that integrate a live crash data connection, a safety dashboard, and modernization of warrant tools that include a prioritization process.

2019 State Rail System Plan Update, Washington Department of Transportation (WDOT)- Washington State* Eileen was the task lead for the multi-modal connectivity analysis for WDOT 2019 State Rail System Plan Update, specifically for the Amtrak rail stations. This project included producing a systematic transportation access and safety approach to analyze existing conditions through new data development in GIS; site visits; developing criteria, measures, and a connectivity evaluation matrix and process for project prioritization; and identifying candidate improvements for fourteen Amtrak stations.

SH119 Bus Rapid Transit (BRT) Study, Task Lead, Regional Transportation District (RTD), Boulder County, CO* Ms. Yazzie was the task lead for the three-step alternatives analysis process for the SH119 BRT study. Working with stakeholders and the public to identify and analyze BRT routes, capital improvement options, and service levels to develop a multi-modal concept that optimizes BRT service and moves roadway users through the corridor. Responsibilities included communication strategies, public engagement, data analysis, user friendly analysis tools, technical memos, presentations, and a planning and environmental linkages (PEL) final report.

Southwest/Northwest/Southeast Transit Sub-Area Studies** Eileen oversaw three sub-regional (Southwest, Northwest, and Southeast) transit studies that included an inclusive public outreach process, transit network analysis, multi-modal access, route planning, fleet plan, capital and operations costs, and developed a near, mid, and long-term transit implementation plans for different areas in the Maricopa County region.

*Work completed while working at Parsons, Denver, CO (January 2018 - June 2019).

** Work completed while working at MAG, Phoenix, AZ (2010 - 2015).



Education

Bachelor of Science –
Aeronautical Science, Florida
Institute of Technology

Master of Science – Airport
Management and Development,
Florida Institute of Technology

Professional Affiliations

Airports Council International-
North America – Member

American Association of Airport
Executives – Certified Member

Certifications and Licenses

3D Airspace Analysis Program
(3DAAP) Certification

Private Pilot, Single Engine Land
Airplane

Years of Experience

Ricondo: 20

Other Firms: 0

Office Location

Honolulu, Hawaii

Ura Yvan, CM

Director

Ms. Yvan has over 20 years of experience in airport facility planning, airport master planning, airfield planning, airspace analyses, airport layout plan development, environmental planning, and financial planning. Her diverse aviation background was gained on a wide range of airport planning projects, and her extensive project management experience, combined with technical capabilities as an airport planner and private pilot, enable her to successfully manage a variety of planning projects.

Ms. Yvan is currently serving as the onsite project manager for the \$900+ million Statewide Rental Car Facilities Program at the main commercial service airports in the State of Hawaii. She serves as the Program liaison with the Hawaii Department of Transportation, Airports Divisions (DOT-A); the FAA Honolulu Airports District Office; the design team; the bond feasibility team; the rental car industry; and various state agencies. Elements of the Program consist of preliminary planning and programming, site selection studies, access and traffic studies, public parking capacity analyses, common busing operation implementation, Federal Aviation Administration (FAA) Forms 7460, environmental assessments, Special Management Area (SMA) permitting, archaeological monitoring plan, preparation of Letter of Map Revisions, drafting of concession and lease agreements, financial modeling in connection with the timing of bond issuance, managing the Alternative Energy Pilot Bus Program for the Daniel K. Inouye International Airport (HNL) consolidated rental car facility (now under construction), and assisting the DOT-A with their procurement process for operation, maintenance, and construction bid documents.

Ms. Yvan is concurrently serving as Ricondo's Project Manager for the HNL South Ramp Development Plan Study, the Lihue Airport (LIH) Master Plan and Noise Exposure Map Update, and the Lanai Master Plan, as well as various airfield geometry and aircraft operational feasibility and gating analyses for the main commercial service airports in the State of Hawaii.

She assisted DOT-A's Planning, Engineering, Properties, and Fiscal Departments, as well as the Oahu District, in various efforts including expediting completion of the second update of the Competition Plan for Honolulu International Airport, developing preliminary rates and charges for the new Diamond Head Commuter Terminal, land use planning in connection with the Honolulu Rail Transit, preparation of various FAA Forms 7460 as part of the Environmental Assessment for proposed airport modernization, Runway Safety Area Practicability Studies at HNL and LIH, and various airspace analyses related to Title 14 Code of Federal Regulations Part 77 surfaces (14 CFR 77) and U.S. Standard for Terminal Instrument Procedures.

Ms. Yvan served as the project manager for various elements of the Systemwide Master Plan Study for the Palm Beach County Airports. As Deputy Manager for the Tampa International Airport Master Plan Update, she managed the terminal and landside master planning analyses. She also managed the terminal demand/capacity analysis and expansion study for the new terminal complex at Southwest Florida International Airport. She assisted in developing or reviewing airport layout plans for several airports, including Boca Raton, Honolulu International, Miami Opa-Locka Executive, North Palm Beach County, O'Hare International, Palm Beach International, Tamiami, and Tampa International Airports.



DANIEL ZEBALLOS
Chief Creative Officer

Firm | Years with Firm
Illustrate My Design | 14
Total Years of Experience | 18
Aviation Experience | 7

Education
Bachelor of Science: Architecture,
Catholic University of La Paz, Bolivia
Catholic University, Washington DC,
International Study

Professional Affiliations
American Society of Architectural
Illustrators
SIGGRAPH
DCVR

As Chief Creative Officer at IMD, Daniel uses his experience and talent to oversee the dozens of renderings sent out weekly for both local and international projects. Latest projects include the Pittsburgh Airport Terminal Modernization, the Master Plan update for Seattle-Tacoma International Airport and others. Overall Daniel has lead 18 projects at top airports in the US. With an eye toward the future, Daniel leads our team to develop customized solutions using emerging technologies for immersive experiences, driving innovation in architectural visualization. He is a member of the American Society of Architectural Illustrators and SIGGRAPH, and frequent lecturer at these groups as well as the American Institute of Architects, DCVR, and industry conferences around the country.

Experience

Seattle-Tacoma International Airport, Port of Seattle

Project Role: As Principal in Charge for three animated videos for the SEA International Airport, Daniel worked along side the Prime as well as airport staff to develop the concepts that address the internal and outward facing needs of the airport. Among the deliverables included various animated videos was to illustrate the future vision of the airport for near and long term projects. It included renovations of the Main Terminal, new Checkpoints, new restrooms, a new South Terminal, and new Terminal with a Processing facility. In addition, the visualized scope also included a new Ground Transportation Center, roadway improvements and new Landscape design. The video was divided into three Passenger Experience paths to cover all the areas of the airport. The total video length was approximately 10 minutes.

Los Angeles International Airport | Los Angeles World Airports

Project Role: From start to finish, Daniel oversaw the production for a CGI Animation video of a study of a new TNC location. A labor intensive effort of working with existing and new 3D files, Daniel optimized countless elements to achieve one master model which included all aspects of the airport. Notably, this comprehensive model did not exist among airport consultants or the airport itself. This streamlined model was used for the purpose of an animation to illustrate new traffic patterns to alleviate congestion. The animation included all the terminals of the airport, a simulation of the vehicular traffic. The final video deliverable includes aerial views of LAX.

Fort Lauderdale International Airport | Broward County Airport Authority

Project Role: As Principal in Charge for a nearly 20-min animated film, this animation included both live footage of existing conditions and 3D computer generated imagery of the two preferred design concepts used for review by the Broward County Airport Board, airlines, and ultimately the public. The animation includes views of the overall site and surroundings from various angles, and the transportation methods in and around the airport. In addition, the animation illustrates the phasing sequence for demolition and construction throughout the site, and provides an overview of the passenger experience for both Departures and Arrivals paths through the future airport site and terminal. Animation, and other visual and experiential content, will develop throughout the planning design phases. Daniel diligently worked with the Prime and our team to meet the needs of the airport with outstanding success.



APPENDIX B



VI. ATTACHMENT 1, PROPOSAL FORMS**Attachment 1, Part 1 Proposal Acknowledgement Letter****City and County of Denver
Denver International Airport**Proposer: Ricondo & Associates, Inc. Date: September 13, 2022

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.

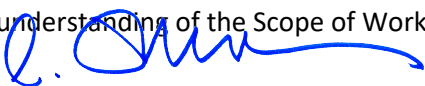
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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: Addendum Number One, dated August 26, 2022

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: Colleen E. Quinn, P.E.Proposer's Business Address: 20 North Clark Street, Suite 1500, Chicago, Illinois 60602 (corporate HQ)E-mail address: cequinn@ricondo.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Ricondo & Associates, Inc.Proposer Address: 20 North Clark Street, Suite 1500, Chicago, Illinois 60602 (corporate HQ)Phone: 312-606-0611 Fax 312-606-0706Email: cequinn@ricondo.comFederal Identification Number: 36-3663903Principal in Charge (Name & Title): Colleen E. Quinn, PE, Senior Vice PresidentProject Manager for this RFP (Name & Title): Daniel G. Rowe, Managing ConsultantEqual Employment Opportunity Officer: Garrett Bond, Controller

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

Beazley Insurance Company (professional liability); Travelers Indemnity Company (public liability)

**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: Illinois**Is this a joint venture?**

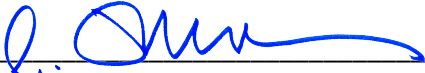
- ☐ YES
☒ NO

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 Senior Vice PresidentPrint Name Colleen E. Quinn, P.E.Date September 13, 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 _____ (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.

____ The caption of the one action that we have been involved in is as follows: Ricondo & Associates, Inc. v. Tidewire, LLC, Civil Action No. 1:12CV1360 - filed on November 28, 2012, in the United States District Court for the Eastern District of Virginia, Alexandria Division. In this action, Ricondo (the Proposer) brought suit against Tidewire, LLC, a prime contractor, for the collection of \$305,442.66 in fees due. Tidewire, LLC subsequently filed for bankruptcy protection. The underlying contract was issued by the U.S. Trade and Development Agency for a reconstruction project at Port-au-Prince International Airport in Haiti and Tidewire, LLC retained the Proposer as a subcontractor. The disposition of the civil action was stayed while the bankruptcy action was pending and the Proposer was granted the right to bring action against Tidewire, LLC's owner, personally, for the collection of fees due. Ricondo pursued and won judgment against Tidewire, LLC's owner in the Eleventh Judicial Circuit in Miami-Dade County, Florida (Ricondo & Associates, Inc. v. Harold M. Lawson, Case No. 14008867-CA-09) and is in the collection phase of the litigation.

Disclosure of Legal and Administrative Proceedings and Financial Condition

- A. Ricondo certifies that it is not currently involved in any disputes, errors and omissions claims, litigation, or regulatory action that are in the public domain that could have an adverse material effect on our ability to perform the services required.

The caption of the one action that we have been involved in is as follows: Ricondo & Associates, Inc. v. Tidewire, LLC, Civil Action No. 1:12CV1360 – filed on November 28, 2012, in the United States District Court for the Eastern District of Virginia, Alexandria Division. In this action, Ricondo (the Proposer) brought suit against Tidewire, LLC, a prime contractor, for the collection of \$305,442.66 in fees due. Tidewire, LLC subsequently filed for bankruptcy protection. The underlying contract was issued by the U.S. Trade and Development Agency for a reconstruction project at Port-au-Prince International Airport in Haiti and Tidewire, LLC retained the Proposer as a subcontractor. The disposition of the civil action was stayed while the bankruptcy action was pending and the Proposer was granted the right to bring action against Tidewire, LLC's owner, personally, for the collection of fees due. Ricondo pursued and won judgment against Tidewire, LLC's owner in the Eleventh Judicial Circuit in Miami-Dade County, Florida (Ricondo & Associates, Inc. v. Harold M. Lawson, Case No. 14008867-CA-09) and is in the collection phase of the litigation.

- B. Ricondo has not filed for protection under the laws of the U. S. Bankruptcy Code within the last ten years.
- C. Ricondo, its principals or key employees presently, or in the past, have not been involved in any debarment or suspension proceedings.
- D. Ricondo, its principals or key employees have not been convicted of a proposal/bid-related crime or violation, or have been convicted of any felony in any jurisdiction within the last five years.
- E. Ricondo's Dun & Bradstreet identification number is 604932285.
- F. Ricondo is an employee-owned company.



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 8.0 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 12.0 % 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): Ricondo & Associates, Inc.

Firm's Representative: Colleen E. Quinn, P.E.

Title: Senior Vice President

Signature (Firm's Representative):  Date: September 13, 2022

Address: 20 North Clark Street, Suite 1500 (corporate headquarters)

City: Chicago

State: Illinois

Zip: 60602

Phone: 312-212-8828

Email: cequinn@ricondo.com

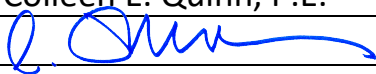


**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

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:	Ricondo & Associates, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	Colleen E. Quinn, P.E.		
Signature:		Date: September 13, 2022	
Address:	20 North Clark Street, Suite 1500 (corporate headquarters)		
City:	Chicago	State:	Illinois Zip: 60602
Phone:	312-212-8828	Email: cequinn@ricondo.com	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm:	Aguirre Project Resources, LLC <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:	Charles Aguirre
Phone:	214-552-5172 Email: charles.a@apr3d.com
Type of Service:	Cost Estimating

Name of Firm:	All Traffic Data Services	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Mark Richter	
Phone:	720-957-4227	Email: markrichter@alltrafficdata.net
Type of Service:	Traffic and passenger data collection and analysis	

Name of Firm:	ArLand Land Use Economics	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative:	Arleen Taniwaki	
Phone:	720-244-7678	Email: ataniwaki@arlandllc.com
Type of Service:	Land use planning, TOD planning, and zoning support	



Name of Firm:	Corgan Associates, Inc. (dba Corgan)		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:	Jonathan Massey					
Phone:	214-929-1532	Email:	jonathan.massey@corgan.com			
Type of Service:	Lead Architectural Support					

Name of Firm:	HCL Engineering & Surveying, LLC		<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					
Phone:	303-773-1605, extension 2101	Email:	jherrerra@hclengineering.com			
Type of Service:	LIDAR, surveys, engineering support					

Name of Firm:	Illustrate My Design, LLC		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:	Floencia Biale					
Phone:	703-548-2929, extension 1	Email:	fbiale@illustratemydesign.com			
Type of Service:	3D illustrations and modeling					

Name of Firm:	Iron Horse Architects, Inc.		<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:	Virginia McAllister					
Phone:	720-855-7572	Email:	virginia.mcallister@ironhorse.com			
Type of Service:	Facility implementation planning/phasing expertise and arch/plng support					

Name of Firm:	Kimley-Horn and Associates, Inc.		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:	Curtis Rowe					
Phone:	720-480-9036	Email:	curtis.rowe@kimley-horn.com			
Type of Service:	Roadway planning, security planning, and engineering support					

Name of Firm:	KRAMER aerotek inc.		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input checked="" type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:	Lois S. Kramer					
Phone:	303-247-1762	Email:	lois@krameraerotek.com			
Type of Service:	Forecasting, economic analysis					

Name of Firm:	Lea+Elliott, Inc.		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:	Scott Kutchins					
Phone:	972-890-9738	Email:	skutchins@leaelliott.com			
Type of Service:	Automated ground transportation systems and transit planning					

Name of Firm:	Martin/Martin, Inc.		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:	Kelly Knowles					
Phone:	720-544-2742	Email:	kknowles@martinmartin.com			
Type of Service:	Structural engineering support and conditions assessment					



Name of Firm:	Swanson Rink, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Kisa Hanlon	
Phone:	303-839-2968	Email: khanlon@swansonrink.com
Type of Service:	Aircraft fuel and fuel farm capacity/distribution planning	

Name of Firm:	Two Hundred, Inc.	<input type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative:	Morgan Richards	
Phone:	720-935-3512	Email: morgan@twohundred.com
Type of Service:	Visual communication and graphic/production support	

Name of Firm:	Vic Thompson Company	<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:	Karen Dickerson	
Phone:	817-855-1085	Email: kdickerson@vtc.us.com
Type of Service:	Baggage system and checkpoint analysis and planning	

Name of Firm:	Y2K Engineering, LLC	<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:	Rae Stephani	
Phone:	720-735-5855	Email: rstephani@y2keng.com
Type of Service:	Transportation engineering/traffic support	

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

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

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

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:		

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,

RICONDO & ASSOCIATES, INC.

is an entity formed or registered under the law of Illinois, 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 19971180371.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/17/2022 that have been posted, and by documents delivered to this office
electronically through 08/18/2022 @ 12:18:59.

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 08/18/2022 @ 12:18:59 in accordance with applicable law.
This certificate is assigned Confirmation Number 14246238.



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."

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

Request for Taxpayer Identification Number and Certification

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

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

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.

Ricondo & Associates, Inc.

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) ►

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.

20 N. Clark Street, Suite 1500

6 City, state, and ZIP code

Chicago, IL 60602

7 List account number(s) here (optional)

Requester's name and address (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

3 6 - 3 6 6 3 9 0 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 ►

Ganett Bond

Date ► 2/14/2022

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: **13 September 2022, 3:25PM**

Receipt number: **569**

Related form version: **6**

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Business Email Address	cequinn@ricondo.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	Ricondo & Associates, Inc.
What Industry is Your Business?	Other: Aviation Consulting
Street Address	20 N Clark Street (Corporate Headquarters)
City	Chicago
State	Illinois
ZIP Code	60602
Business Phone Number	312-606-0611
Business Facsimile Number	312-606-0706

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1. How many employees does your company employ?	Over 100
1A. How many of your employees are full time?	More than 170
1B. How many of your employees are part time?	12
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?	Yes
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) *	Please refer to our Proposal's Sections 2.2-2.8 where we go into detail on the specifics of our DEI program. In general, Ricondo has a series of tactics to help us implement our DEI priorities into our supply and procurement activities. Tactics support the following initiatives: Language Skills, Ethics and Compliance Hotline, Project Staffing, DBE Mentoring, DBE Relationships, DBE Engagement in Project Delivery, DBE Partner Support, Underrepresented Industry Group Participation, Sensitive Public Outreach Teams, Employee Diversity, Representative Leadership, Inclusive Benefits, Individualized Performance Management, DEI Awareness and Training, Inclusive Workplace, DEI Management, and Community Volunteerism.
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?	Other: We provide this in a variety of ways -- through employee training, public EEO postings, and other communications such as emails and intranet postings. We also have online training courses which are directly linked to employee performance and reviews that are used to disseminate this information. Employees can take advantage of this training any time they want, whenever it is convenient throughout their performance cycle.

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)

Please refer to our Proposal's Sections 2.2-2.8 where we go into detail on the specifics of our DEI program. In general, Ricondo has a series of tactics to help us implement our DEI priorities into our supply and procurement activities. Tactics support the following initiatives: Language Skills, Ethics and Compliance Hotline, Project Staffing, DBE Mentoring, DBE Relationships, DBE Engagement in Project Delivery, DBE Partner Support, Underrepresented Industry Group Participation, Sensitive Public Outreach Teams, Employee Diversity, Representative Leadership, Inclusive Benefits, Individualized Performance Management, DEI Awareness and Training, Inclusive Workplace, DEI Management, and Community Volunteerism.

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?

Yes

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

Renee Oliver, Manager, Marketing and Advertising

Today's Date

09/13/2022

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



visit us at www.ricondo.com

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