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 AECOM TECHNICAL SERVICES, INC., a California corporation authorized to do business in the State of Colorado ("Consultant") (collectively the "Parties").

WITNESSETH:

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

WHEREAS, the City desires to obtain professional design services for program management services related to the design and construction of one or more new runways at DEN; 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 7th Runway Program Management Project (the "**Project**"); and

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

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

ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the "CEO"), his/her designee or successor in function, 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 AIM Development Division. The relevant Senior Vice President (the "SVP"), or his/her 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 direction.

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

A. Scope of Services. Consultant shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* ("**Scope of Work**") in accordance with schedules and budgets set by the City.

B. Task Orders. Consultant has been retained to provide Program Management services related to the environmental review of, and design and construction of one or more runways at DEN along with any additional facilities required. The Parties acknowledge that the services to be provided by Consultant will depend on the final runway(s) selected for construction, if any, after completion of the environmental review and any required approvals are obtained. Therefore, the Scope of Work contains phases and work items which are optional or may not be required as the Project progresses. The Project Manager will issue one or more task orders specifying the work to be completed under this Agreement ("Task Orders") based on the Scope of Work and Rates. Task Orders are expected to be for portions of the Scope of Work in *Exhibit A* based on the progress of the environmental review and design and construction decisions required. Task Orders may not be issued for all items in *Exhibit A*. The Project Manager 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.

C. Standard of Performance.

- 1. 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.
- 2. Consultant understands and acknowledges that it may create and/or assist in the creation or implementation of drawings, plans, specifications, reports, and/or any other deliverables necessary to complete the work (collectively hereinafter referred to as the "**Deliverables**"), as required by the City.
- 3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, and memoranda of policy furnished to it by the City.
- 4. Consultant shall organize its Deliverables for any method of construction contracting selected by the City. Consultant shall fully coordinate Deliverables with the contractor selected to construct the work outlined in the Deliverables.
- 5. 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 other consultants related to the Project or adjacent or affected work, related suppliers and subcontractors of any tier, and, at the City's request, other adjacent projects at DEN.
- 6. 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.
- **D.** Construction Administration. Consultant's construction administration duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a

construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; (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.

- 1. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement that is not identified in *Exhibit A* or *Exhibit B*, Consultant must obtain the prior written consent of the CEO or the CEO's designee. 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.
- 2. 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.
- 3. 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.
- 4. 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).
- 5. 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.

- 1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("**Key Personnel**"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.
- 2. 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.

- 3. 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 is no longer needed for performance of this Agreement, 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.
- 4. 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 Article IV.

ARTICLE III. 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 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 Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

ARTICLE IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be four (4) years and will commence on the Effective Date, unless terminated in accordance with the terms stated herein (the "Expiration Date"). The Term maybe extended by the City, at its sole discretion and by written notice from the CEO, for an additional one (1) year on the same terms and conditions stated herein. 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 this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, 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 or his/her authorized representative.

C. Suspension and Termination.

- 1. <u>Suspension</u>. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant.
- 2. <u>Termination for Convenience</u>. The City may terminate this Agreement at any time during the Term of this Agreement without cause and without payment of lost profits or other charges for work not performed upon written notice to Consultant.
- 3. <u>Termination for Cause</u>. In the event Consultant fails to perform any provision of this Agreement, the City may either:
 - a. Terminate this Agreement 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.
 - c. In the event this Agreement is terminated pursuant to either Article IV, Section C.3.a or C.4, DEN may terminate this agreement for cause, at any time during the Term of this Agreement, without payment of lost profits or other charges for work not performed as further provided in this Article IV.C.
- 4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, 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 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 pursuant to Article IV, Section C.3.a.
- 5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for those 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 6 of this Article.

- 6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience pursuant to Article IV, Section C.2, 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 C.5 of this Article. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.
- 7. <u>No Claims</u>. Upon termination of this Agreement, 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 performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:
 - 1. All costs of correcting and replacing any affected documents;
 - 2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design or other documents containing negligent errors, omissions, and/or defects caused by Consultant; and
 - 3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.
 - 4. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity, or as otherwise provided for in this Agreement. These remedies do not amend or limit the requirements of this Agreement.

ARTICLE V. 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 Twenty-Two Million, Five Hundred and Sixteen Thousand, Five Hundred and Thirty-Seven Dollars and Zero Cents (\$22,516,537.00.00) ("Maximum Contract Amount"). Included within the Maximum Contract Amount is Four Million Dollars and Zero Cents (\$4,000,000.00) of "Owner Controlled Contingency" for services directed and approved by DEN.
- **B.** Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies 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 City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.
- D. Basis for Consultant's Fee. Consultant shall be compensated for performance of the Work based on a time and material basis as further provided for in Exhibit E. 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 ("CPI") issued by the U.S. Department of Labor, Bureau of Labor Statistics unless approved by the Project Manager, which the Consultant shall submit sufficient and appropriate justification for requesting hourly rates that may exceed the CPI. The Parties acknowledge that Consultant's subcontractor Communication Infrastructure Group ("CIG") will obtain an audit or complete the Exhibit B Overhead/Multiplier Factor Calculation Worksheet to obtain their rates and overhead as required by the City. **Exhibit B** will be updated to reflect updated information that will be provided by CIG. Upon receipt of the additional information from CIG, the Parties will mutually agree, in writing, to an updated **Exhibit B**, which will replace the current **Exhibit B**. If Consultant makes invoice payments to CIG prior to receiving the mutually agreed upon Exhibit B, the City and Consultant mutually agree to make adjustments to payments for differences in the rates and charges for reconciliation relating to CIG.
- **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.
 - 1. <u>Late Fees</u>. 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.
 - 2. <u>Travel/Mileage Expenses</u>. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement and Consultant receives prior written approval of the SVP or his/her authorized representative. The City will provide a form for advance travel authorization and mileage reimbursement which Consultant must utilize.
 - 3. <u>Expenses Greater than \$500</u>. Expenses of greater than \$500 are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement and Consultant receives prior written approval of the SVP or his/her authorized representative. The City will provide a form for approval of expenses greater than \$500.
- **F. Invoices.** On or before the fifteenth (15th) day of each month, 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") and including the information specified below. 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 any written direction received from the City regarding the contents, format and submission of the Invoice. The City will provide a Monthly Invoice Checklist for Consultant's use, if necessary.

- **G. Timesheets.** Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets 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 Suspension or Termination of this Agreement, where the SVP or his/her 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 Article IX.
- I. Owner Controlled Contingency. The Maximum Contract Amount includes funds for the City's sole use as the "City's Contingency." The City's Contingency will be used at the sole discretion and approval of the City for items such as changes to the Scope of Work that are initiated and requested by the City, unforeseen conditions, and for overruns in allowances due to choices made by the City related to the allowance. The City's Contingency shall not be used for any other purpose other than changes initiated by the City. Any unused portion of the City's Contingency shall be returned to the City upon completion and/or expiration of this Contract.
- **J.** 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 or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

ARTICLE VI. DBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprises. Department of Transportation (DOT) 49 CFR Part 26 ("Part 26") applies to this Project and is incorporated into this agreement entered into by the City. It is the policy of DOT and the City and County of Denver to ensure non-discrimination in the award and administration of DOT-assisted contracts financed in whole or in part with Federal funds. Consequently, the Bidders must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each bidder must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder's failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection.

In accordance with the requirements of the Part 26, Consultant is committed to, at a minimum, meet the participation goal of twenty-five percent (25%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

- **B.** Prevailing Wage. Consultant shall comply with the Davis-Bacon Act as more fully provided for in Appendix 1. To the extent the Davis Bacon Act does not apply and the City's Prevailing Wage Ordinance, D.R.M.C. §§ 20-76 through 20-79, does apply, Consultant agrees to be bound by, all requirements, conditions, and City determinations regarding the payment of prevailing wages pursuant to the Prevailing Wage Ordinance.
- C. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the 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.

D. Prompt Pay.

- 1. The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Consultant's own personnel, billings from subcontractors, and all other information necessary to assess Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
- 2. Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies 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. However, no deductions shall be made from Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s)/consultants.

ARTICLE VII. 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 and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

- **B.** Contractor 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

- **A.** To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless 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 the Consultant or the 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 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 City shall relate back to the time written notice of the Claim is first provided to 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 City and will pay on behalf of 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 City shall be in addition to any other legal remedies available to 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 the Consultant under the terms of this indemnification obligation. The 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.

ARTICLE IX. 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 Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE X. GENERAL TERMS AND CONDITIONS

- A. Status of Consultant. Parties agree that the status of Consultant shall be an independent Consultant retained on a contractual basis to perform professional or technical services for limited periods of time as described in $\S9.1.1(E)(x)$ 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 or his/her authorized representative. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Consultant hereunder.
- C. Compliance with all Laws and Regulations. 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, the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City, and with DEN's Design Standards Manuals and other applicable DEN specifications and requirements.

D. Compliance with Patent, Trademark and Copyright Laws.

1. 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.

2. Pursuant to Article VIII, 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.

1. <u>Notice of Termination</u>. 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:

AECOM Technical Services, Inc. 7595 Technology Way Suite 200 Denver, CO, 80237

- 2. <u>Delivery of Formal Notices</u>. Formal notices of 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 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 project-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 described in this Subsection E.2.
- 3. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email and directed to the Project Manager, or through the electronic or other software system used at the City's discretion for project-related communications and document transmittals.

- 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 Denver Municipal 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.

- 1. 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.
- 2. 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 SVP or his/her 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.** 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.
- **R.** 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.
 - 1. 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), 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.
 - 2. Consultant shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
 - 3. 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.

- 4. 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.
- S. Non-Exclusive Rights. This agreement does not create an exclusive right for the Consultant to provide the services described herein at the Airport. 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, DEN shall determine the privileges of each party and Consultant agrees to be bound by DEN's decision.

ARTICLE XI. 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.** Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.
- C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

1. 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.

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.

- 1. 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.
- 2. 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 or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Contract, 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.

- 3. 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.

- 1. 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.
- 2. Consultant represents that, in its Response or Proposal, as applicable and if required by the Request for Qualifications, 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.
- 3. 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.

4. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the 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 his/her sole discretion, may terminate the Task Order, if applicable, or 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.

1. 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").

2. 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., a 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 the 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 the 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 the 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.
- 3. Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, 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 Consultant from submitting bids or proposals for future contracts with the City.

ARTICLE XII. 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 the DEN's Security Office.

ARTICLE XIII. 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.

ARTICLE XIV. FEDERAL RIGHTS

DEN intends to obtain reimbursement from the FAA for all or part of the cost of the work under this Agreement and, accordingly, Consultant must comply with the requirements associated with federally-funded work. 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 Denver Municipal Airport System. Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

Attachments. This Agreement consists of Article I through XVI which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix 1: Federal Provisions

Exhibit A: Scope of Work

Exhibit B: Rates and Fee

Exhibit C: Insurance Requirements

Exhibit D: Task Order Proposals and Execution Process

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

Exhibit F: Request for Qualifications and Consultant's Response

Exhibit G: DBE Utilization Plan

Exhibit H: Building Information Modeling (BIM)

B. **Order of Precedence.** In the event of an irreconcilable conflict between a provision of Article I through XVI 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 1

Article I through XVI hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit G

Exhibit H

Exhibit D

Exhibit E

Exhibit F

ARTICLE XVI. CITY EXECUTION OF AGREEMENT

- **A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.
- **B.** Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Consultant in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: Contractor Name:	PLANE-202057158-00 AECOM Technical Services, Inc.		
IN WITNESS WHEREOF, the pa Denver, Colorado as of:	arties have set their hands and affixed their seals at		
SEAL	CITY AND COUNTY OF DENVER:		
ATTEST:	By:		
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:		
Attorney for the City and County of			
By:	By:		
	By:		

Contract Control Number: Contractor Name:

PLANE-202057158-00 AECOM Technical Services, Inc.

By: Docusigned by: 1 Travis Boone 93807080781045E				
Name:	Travis Boone			
	(please print)			
Title:	Executive Vice President			
_	(please print)			
ATTE	ST: [if required]			
By:				
Name:	(please print)			
	(prease print)			
Title:				
11110.	(please print)			

APPENDIX 1

STANDARD FEDERAL CONTRACT PROVISIONS AND ASSURANCES – PROFESSIONAL SERVICES

<u>NOTE</u>: As used below, the term "Contractor" shall include "Consultant" as defined in the Agreement, and the term "sponsor" shall mean and include the City.

During the term of this Agreement, Consultant for itself, its assignees, and successors in interest, shall comply with the following federal provisions:

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: are as provided in the Contract's DBE requirement.

Goals for female participation in each trade: as provided in the Contract's DBE requirement.

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action

obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is City and County of Denver, Colorado.

A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC \S 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (\checkmark) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC \S 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (\checkmark) or the letter "X".

Bidder or offeror here	by certifies t	that it will com	nply with 49	USC § 50101	by:

a) Only installing steel and manufactured products produced in the United States;

- b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

	tification concerns a matter within the jurisdiction the making of a false, fictitious or fraudulent osecution under Title 18, United States Code.
Date	Signature
Company Name	Title

A5 CIVIL RIGHTS – GENERAL 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 TITLE VI SOLICITATION NOTICE

The City, 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, 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.

TITLE VI CLAUSES FOR 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.

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).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner

immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any

apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and

- social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
 - (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification

shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- 10. Certification of Eligibility.
 - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE SOLICITATION LANGUAGE (SOLICITATIONS THAT INCLUDE A PROJECT GOAL)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

SOLICITATION LANGUAGE (RACE/GENDER NEUTRAL MEANS)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

PRIME CONTRACTS (PROJECTS COVERED BY A DBE PROGRAM) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

- 1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring,

- assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- 1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a

contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 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. 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.

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A23 SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\checkmark) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (\checkmark) is not (\checkmark) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (\checkmark) is not (\checkmark) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency

suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



DEN - Future Runway PMT

Scope of Services - Final Draft Revision 6

Denver International Airport

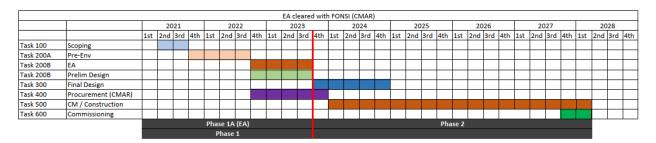
August 27, 2021

General Project Description and Scope

Denver International Airport (DEN), as a department of the City and County of Denver (CCD) intends to the develop, design, and construct the Future Runway at the airport. Development of the 8th Runway, up to the 30% complete design, may also be included as a part of this program. Implementation of the Future Runways are envisioned to follow a two (2) step process. This process is generally defined as:

- National Environmental Policy Act (NEPA or Environmental Process) / FAA Order 5050/4B process or Phase
 (Note that Phase 1A is illustrated as an Environmental Assessment-EA. Should the FAA deem that an Environmental Impact Statement (EIS) is required, that will be denoted as Phase 1B.)
- Implementation (Final Design and Construction) Process or Phase 2

The sequence and durations for each of these steps, assuming that an EA is required for Phase 1, is illustrated below.



Phase 2 will begin at the direction of DEN, and pending City approval. contingent upon completion of Phase 1A and, if required, Phase 1B.

Pending the outcome of both the Planning Studies and the Pre-NEPA Environmental process, the work to be performed for DEN Future runway(s) may require ancillary scopes of work to support the runway construction and commissioning. The baseline runway scope of work generally will include utilities, drainage, embankment, runway/parallel taxiway/high-speed exits paving, security fencing, airfield roadways, airfield electric/lighting, and NAVAIDS. As each possible runway alternative is site specific, it is conceivable that the selected alternative may require one or several of the following (defined as the "A la carte" Options):

- 2nd Parallel Taxiway
- Taxiway L
- Aircraft Deicing Pads, Ponds and/or associated Facilities
- Supplemental Airport Traffic Control Tower
- ARFF Building
- New Airfield Lighting Vault or Vault Expansion
- RTR Facility
- Roadway / Taxiway Tunnels
- Taxiway Bridges
- Oil/Gas Wells/Pipelines
- South Campus Relocation (Recycling/Trailers/Utilities/etc.)
- Land Acquisition
- Waterway Relocation
- Airport Wide Mass Grading (runways beyond the 7th and 8th)
- Support for Additional Runway Alternatives 3 6 (as directed by the FAA)

DEN has determined that a Program Management Team (PMT) will be necessary to serve as the DEN Sponsor Representative for the Future Runway program. The Program Management Team (PMT) through this scope of services will provide management services to support DEN in the management of DEN's Future Runway Program, which includes the administration of the selected Environmental and Design Consultants through Phase 1 - Environmental Review.

Tasks identified in these detailed scopes of services that pertain to Phase 1A of the program are:

Task 100-Scope Development

Task 200A-Planning and Pre-Environmental / Pre-Design Program Management Services

Task 200B-Environmental / Pre-Design Program Management Services (EA)

Task 400-Procurement Program Management Services

Task 700-Economic Benefit Study

Phase 2 scope of services (non-detailed) are:

Task 300-Design Phase Program Management Services

Task 500-Construction Program Management Services

Task 600-Closeout Program Management Services

It should be noted that (for planning purposes), Task 200C-Environmental / Pre-Design Program Management Services (EIS) has been included as an option should the FAA determine that the program must follow an EIS process. This will be called Phase 1B and is non-detailed in this Scope of Work. In the event that Phase 1B is required, PMT will provide a detailed Scope of Work for a separate Independent Fee Estimate as outlined in FAA AC 150/5100-14E.

Planning Studies

Currently, the airfield configuration at DEN includes six (6) active runways with provisions for six (6) additional runways per DEN's Airport Layout Plan (ALP). Prior to the implementation of the additional future runway(s), an environmental process must be completed in accordance with Federal NEPA law and regulation. In advance of the NEPA Environmental Process, Planning studies, independent from this DEN Future Runway Program (program), are underway and will be completed by DEN's On-Call Planning consultant (Ricondo and Associates), and not included under this scope of work.

The planning studies are envisioned to result in the identification of the preferred runways alternatives that may be considered for evaluation in the NEPA process. Currently the planning studies are investigating the following six (6) runway alternatives:

- Runway 7R-25L (maximum length 12,000-feet)
- 2. Runway 8L-26R (maximum length 16,000-feet)
- 3. Runway 16R-34L (maximum length 12,000-feet)
- 4. Runway 15-33 (maximum length 12,000-feet)
- 5. Runway 18-36 (maximum length 12,000-feet)
- Runway 17C-35C (maximum length 12,000-feet)

The planning studies are scheduled to be completed in mid-2022, whereby the preferred runway alternatives will be identified. Concurrent with this planning exercise, Intervistas (a consultant under separate contract to DEN) is developing the passenger forecast levels at DEN and will provide a report to the FAA in the spring of 2022. Based upon this report, the FAA is anticipated to provide an approval of the forecast by November 2022.

The FAA and Environmental team have identified the base scope of services as studying two (2) runway alternatives as part of the EA process. Optional scope for the Environmental team includes studying three, four, five, and six runway alternatives as well. PMT effort will be scalable to provide coordination / assistance / management for the Environmental team and manage the Design team up to six alternatives.

Phase 1

Based upon the above, the environmental process is anticipated to begin as an Environmental Assessment (EA) in 2022 and evaluate two (and possibly up to six runway alternatives), as well as a no-build alternative (Phase 1A). Since it is currently unclear which runway alternatives will be evaluated, each alternative will be considered by all consultants through their respective scope of services. The Environmental process will begin with a Pre-Scoping Process in early-2022, approximately six-months ahead of the Public Scoping for the EA.

Per the Memorandum of Understanding (MOU) between the FAA and DEN, the FAA may terminate the EA process and begin an Environmental Impact Statement (EIS) process. Advancing the NEPA process as an EIS will be considered as Phase 1B in this scope of





The Design team has been selected by DEN and will support the Environmental team as a resource to provide engineering information that is needed for environmental analysis. This support will be provided regardless of the process being an EA or EIS. During the Environmental process, the Design team will support the Environmental team with evaluation of two (scalable to six) runway alternatives as directed by DEN. The design effort will continue through Phase 1 and will advance the preliminary design of (up to) two runways to the preliminary (approximately 30%) design level.

PMT will also support DEN in its procurement process for a Construction Manager At-Risk (CMAR) or alternative delivery method for one or more construction contractor(s) for any selected alternatives. This Scope of Work anticipates that PMT will perform this work commencing during Phase 1. This scope of work includes the establishment of a Program Management Office at or near DEN. A detailed scope of work is included for this effort, however, will be evaluated separately.

Phase 2

As the environmental process reaches a FONSI or ROD, the program will shift to Phase 2. During this phase, final design will be completed by the Design team for one runway (selected alternative) and the City's construction contractor(s) will construct the selected alternative and any ancillary facilities.

PMT will continue to provide Program Management and design management services for the Design team, as well as Construction Management (CM) for the construction of the new runway, including construction inspection, and construction materials testing.

Detailed Scope of Services

The detailed scope of services herein defines the tasks and deliverables to be performed by PMT for Phase 1A. In addition, the detailed scope of services provides a baseline and the A la carte Options that may be required during Phase 2, and Phase 1B (if required).

Task 100 - Scope Development

This task identifies specific activities required to build a scope of work. These activities cover the period between the Pre-scoping meeting through Notice to Proceed / Contract Execution (May 20, 2021 through approximately October 1, 2021).

This task will be performed virtually, and consist of:

1.01 Pre-Scoping Meeting

Attend one (1) pre-scoping video conference meeting with DEN and the Project Team (Design consultant, Environmental consultant, DEN and PMT). This task includes one meeting attended by (3) PMT staff. PMT will compile and provide a list of comments and questions as well as an agenda for the meeting. PMT will provide meeting minutes for DEN to review following the meeting and distribute the meeting minutes to attendees.

1.02 Weekly Visioning Meetings

Conduct and/or facilitate weekly Visioning video conference meetings with DEN and the Project Team. This task includes weekly meetings attended by (4) PMT staff. PMT will compile and provide a list of comments and questions as well as an agenda for each meeting. PMT will provide meeting minutes for DEN to review following the meeting and distribute the meeting minutes to attendees. This reoccurring meeting is scheduled from May 26 through July 22, 2021. This task assumes nine (9) meetings.

1.03 Stakeholder Engagement Meetings - Agenda, Attendance, and Minutes

Conduct and/or facilitate Stakeholder engagement video conference meetings, as required, with DEN internal stakeholders for the purpose of scope definition. PMT will compile and provide a list of comments and questions as well as an agenda for each meeting. PMT will provide meeting minutes for DEN to review following the meeting and distribute the minutes to attendees. Meetings will occur for the period between May 26 through July 2, 2021. This task assumes fifteen (15) meetings. This task assumes work by (1) PMT staff and (1) PMT Public Outreach Manager.

1.04 Environmental Scope Review

Review the Environmental consultant scope of services for the purpose of scope definition and programming of scope by the design team and PMT. PMT will compile and provide a list of comments and questions. A meeting with the Environmental team may be required. Environmental scope review includes an EA scope and an EIS scope. This task assumes work by (3) PMT staff as well as (1) PMT Environmental Manager.

1.05 Design Scope Coordination and Review

Review the Design consultant scope outline and full scope of services for the entire program, for the purpose of scope definition and programming of scope by PMT and the DEN Future Runway Program. PMT will compile and provide a list of comments and questions. Meet with the Design team on a weekly basis to coordinate efforts. PMT will schedule meeting, prepare an agenda, and provide meeting minutes. This task assumes nine (9) meeting with work by (3) PMT staff.

1.06 PMT Scope Development, Sub-Consultant Coordination, and Fee Development

Prepare a Scope Outline and Detailed Scope of Services for the entire program (Task 100 through Task 600), for the purpose of scope definition and programming of scope by PMT for the DEN Future Runway Program. PMT will compile and provide a list of comments and clarifications to DEN. Develop a detailed estimate of professional costs for Tasks 100, 200A, 200B, and 400, as well as budgetary level for Task 200C, 300, 500, and 600. This task assumes work by (4) PMT staff, (1) PMT Compliance Manager, (1) PMT Schedule Manager, and (1) PMT Public Outreach Manager.

1.07 Scope Comments Review

Conduct and/or facilitate a meeting with the DEN team, designer and PMT to review Design and PMT scope comments. This task assumes work by (2) PMT staff.

1.08 Fee Negotiations

Provide a complete fee schedule for PMT for the entire program. PMT will provide a detailed fee for Phase 1A and 1B. Phase 2 will include a budgetary fee for the purpose of establishing overall program budgets. Phase 2 fee will require further definition after the Pre-Environmental Phase is performed and direction is received from DEN based on the alternative analysis. This task assumes work by (2) PMT staff.

- 1.09 Bi-Weekly Meetings Agenda, Attendance, and Minutes (August/September 2021) Conduct and/or facilitate weekly Contract Status video conference meetings with the Project Team. (Task 100) This task assumes bi-weekly meetings attended by (4) PMT staff and (1) PMT Public Outreach Manager. PMT will compile and provide a list of comments and questions as well as an agenda for each meeting. PMT will provide meeting minutes for DEN to review following the meeting and distribute the meeting minutes to attendees. Assume meeting between July 29, 2021 through September 30, 2021. This assumes five (5) meetings for this task.
- 1.10 Work Breakdown Structure (WBS) Development Develop a Work Breakdown Structure for the Future Runway Program that aligns with DEN's Program Management Office (PMO) guidelines. This will be based on the program requirements and financial software compatibility. This task assumes work by (3) PMT staff and (1) PMT Schedule Manager.
- 1.11 Program Controls Establishment of Program Controls Goals and development of framework This task includes the identification of reporting needs, Dashboard and KPI development, Document Control establishment as well as Policies and Procedures. This task includes effort by (1) PMT Controls staff, (1) PMT Schedule Manager and (2) PMT staff.
- 1.12 Project Management Project Set-Up; DEN SIDA Badging and Credentials, etc. Initiate AECOM project set-up protocols that align with established DEN procedures. This includes access to DEN Oracle suite of products: Unifier, Primavera, DEN Maps and other software systems. PMT will acquire DEN badges and credentials to access internal software system and access to project sites. This task assumes work by (1) PMT staff.

Deliverables

- Kickoff meeting organization, agenda, attendance log and meeting notes for each meeting.
- Initial Set-up of WBS and Program Controls documents.
- Designer Scope Review Comments
- Visioning coordination meetings organization, agenda, attendance log and meeting notes for each meeting.
- Stakeholder meeting organization, agenda, attendance log and meeting notes for each meeting.
- PMT Scope and Fee
- DBE utilization Plan
- Program 60-day Schedule

Task 200 - Pre-Design Program Management Services

This task includes specifies activities required by the Program Management Team (PMT) to a) organize the development of the DEN Future Runway Program, b) effectively manage the Design Team, and c) support and coordinate with DEN through the completion of the Environmental Process. These activities are anticipated to commence at the Notice to Proceed and continue through the completion of the Environmental Process (approximately one-year for an EA/FONSI and potentially two additional years for an EIS/ROD).

The scope of services includes a base scenario for two runway alternatives (runway, parallel taxiway, four high-speed exits, four additional taxiway connectors, and connections to existing airfield complexes) that is similar for each runway complex being considered. Since there are six alternatives currently being considered, each runway has unique requirements to be fully functional and operational. Thus, the A-la-carte Option of additional service and projects is also included so that the scope can apply to any runway that may be selected.

Significant portions of the scope are dependent on the runway alternative selected, so the A-la-carte Options include:

- 2nd Parallel Taxiway, High-Speed Exits, and Taxiway Connectors
- Taxiway Lima
- Deicing Facilities (Aprons, Ponds, Connection to Recycle Facility, Storage)
- Supplemental ATCT
- ARFF Building
- Electrical Vault
- RTR Facility
- Roadway and Taxiway Tunnel(s)
- Taxiway Bridge(s)
- Oil/Gas Wells/Pipelines
- South Campus Relocation
- Land Acquisition
- Waterway Relocation
- Mass Grading
- Additional Runway Alternatives 3 6 (as directed by DEN)

Task 200A – Pre-Environmental Stage (approximately October 2021 through approximately September 2022)

The Pre-Environmental Stage covers the period prior to the start of the formal Environmental Assessment process. The planning team (Ricondo, under separate On-Call Planning assignment) will evaluate six runway alternatives and recommend the preferred runway alternatives either during this stage or prior to the start of this stage. The FAA may direct the Environmental team to begin the EA process by studying all six runway alternatives.

This task will be performed virtually, with in-person meetings quarterly.

2.01 Program Management, Design Oversight and Administration

Staffing for various tasks identified under Task 2.01 will include the Program Manager, Airside Manager, and Quality/Strategy Manager to execute the bulk of tasks.

2.01.1 Kickoff Meeting.

Attend a kick-off video conference meeting with DEN and the Project Team. This task includes one meeting attended by (4) PMT staff as well as up to (9) additional PMT SME's. PMT will compile and provide a list of comments and questions as well as an agenda for the meeting. PMT will provide meeting minutes for DEN to review following the meeting and distribute the meeting minutes to attendees.

2.01.2 Establish Program Governance Structure.

PMT will establish a program governance structure as part of the Program Implementation Planning (PIP), that will be based on implementing the program goals and objectives. DEN PMO will provide a template for the initial Program Governance Structure that is typically used for programs at DEN, and PMT will customize this to fit the DEN Future Runway Program. The initial development is anticipated to require multiple iterations (effort estimated at approximately three-days) prior to acceptance. The Governance Structure will be updated monthly (effort estimated to be approximately one-half day per month) to reflect changes throughout the duration of Phase 1 activities (through Task 200B). The effort to complete this task includes up to (4) PMT staff.

2.01.3 Regular Coordination Meetings - Agenda, Attendance, Minutes, and Follow Up. PMT will coordinate, schedule, and attend regular coordination video conference meetings with DEN and the Project Team. This task includes eighteen (18) meetings attended by (4) PMT staff as well as up to (9) additional PMT SMEs, as applicable. Meetings are intended to be at monthly intervals and include additional ones as may be needed to supplement coordination, especially late in the environmental stage of the work.

PMT will compile and provide a list of comments and questions as well as an agenda for the meeting. PMT will provide meeting minutes following the meeting and distribute the meeting minutes to attendees. Each meeting is anticipated to last approximately two-hours in length. PMT staff will be responsible to provide follow up information to Design team as a part of this task.

Meetings will be scheduled monthly through the duration of Phase 200A, anticipated to conclude by the end of September 2022.

- 2.01.4 Regular Stakeholder Coordination Meetings Agenda, Attendance, Minutes, and Follow Up. PMT will develop a structured stakeholder engagement plan, coordinate, schedule and attend regular stakeholders video conference meetings. Typical attendees include tenants, airlines, regulatory authorities, and DEN staff. This meeting will be a platform early in the planning process to identify issues, risks, and operational requirements, develop design strategies to accommodate these elements, and obtain their buy-in to the overall program. PMT communication will continue throughout the program to inform participants of status, solicit input and concerns, address changing requirements, and develop solutions to best suit stakeholder needs and DEN objectives. During this period of performance under this task, it is assumed that quarterly meetings be held with ten (10) different stakeholder groups, a total of forty (40) meetings. Each meeting includes attendance by (4) PMT staff and up to (9) additional PMT SMEs, as applicable. Each meeting is anticipated to last approximately one-hour. PMT staff will be responsible to provide follow up information to stakeholders as a part of this task.
- 2.01.5 Develop Quality Assurance Plan.

PMT will develop a program Quality Assurance (QA) plan that identifies review of documents and deliverables. This task includes the assembly of checklists and review processes; and as to how quality control reviews will be performed for plans, specifications, reports, estimates, schedules, and other deliverables associated with the program. This task will research and reference DEN checklists, FAA checklists, and other related industry standard information for the Design team to reference. This task includes audit(s) that the QA/QC effort is occurring only. Actual QA review is captured under Design Management task (2.01.12). This task assumes work by (4) PMT staff.

- 2.01.6 Develop Project Charter, new and updates to Business Case, Define Stakeholder Engagement. Develop project charter and project definition, to clearly state the scope, objectives, and project sponsors and key stakeholders on the project. Provide preliminary delineation of roles and responsibilities, outlining the project's strategic goals, identify the key stakeholders and level of engagement necessary. It will describe the process by which budget, schedule, scope, and spending decisions are reviewed and approved. This task will include the preparation of presentations to DEN Leadership, Stakeholders and DEN Sponsors. In addition, define the authority of PMT and supporting staff. This task also includes preparation of required Tollgate presentations, DEN Executive Team PowerPoint presentations, or other requirements per DEN AIM Development Project Life Cycle process. This task assumes work by (4) PMT staff. Assumes one-week per month of effort by total PMT staff to support DEN on various tasks.
- 2.01.7 Develop Overall Phasing and Logistics Plan.

Develop an overall phasing plan that focuses on two (2) runway alternatives (scalable to six alternatives) that will be evaluated by the Environmental team. In addition, each alternative will be evaluated to address contractor staging, on-site batch plant(s), and contractor parking. The location of Construction Management on-site location will be factored into this logistics plan. Coordinate and facilitate workshops with DEN, DEN real estate, the Design team and Environmental consultant with the purpose to minimize the disturbance of soil and operational impacts that are associated with access points, hauling, contractor parking, batch plant location, and utility feeds. The phasing and logistic plan is anticipated to be developed for two (2) runway alternatives. However, the effort under this task assumes that it includes up to six runway alternatives. This task assumes work by (4) PMT staff.

2.01.8 Assist with and Identify Funding Sources and Grant Applications.

PMT will assist 3rd party consultant (hired separately by DEN) to develop a Financial Plan for securing grant funding through a Letter of Intent (LOI) from DEN to the FAA. This subtask may also include research for additional federal, state and local grant opportunities, with assistance in allocating scope and funding eligibility. PMT will assist on granting initiatives and support DEN Finance in tracking and documenting grant eligible items for reimbursement. This task assumes Airside Manager will spend approximately one-day per month of this effort, with the oversight by the Program Manager and Quality Manager.

2.01.9 PFC Assistance.

~ Task Deleted ~

2.01.10 Governmental Agency (FAA, CDOT, TSA, RTD) Coordination and Follow Up.

PMT will provide coordination via meeting (agenda and minutes) as follows with the anticipated intervals:

FAA-Assumes twelve (12) meetings (monthly).

CDOT -Assumes four (4) meetings (quarterly).

TSA –Assumes four (4) meetings (quarterly).

RTD – Assumes four (4) meetings (quarterly).

Each meeting is anticipated to be one-hour in length. It is anticipated that information collection and follow up actions will be required following each meeting, by PMT staff, on various issues resulting from such meetings with stakeholders (covered under this task). This task assumes attendance by (4) PMT staff and (1) PMT SME, as applicable.

2.01.11 Airspace Review

PMT will review information submitted by the planning consultants (Ricondo) for completeness and accuracy. PMT will communicate and document findings to DEN and consultants. In addition, PMT will assist DEN in coordination with the FAA lines of business to plan the implementation of Chart Updates, Airspace Analysis, TERPS. This task assumes the review of Airspace information related up to six runway alternatives. The bulk of the effort will be by (1) PMT Airspace SME (estimated at seven-days per runway alternative) and (1) PMT Airfield Electrical Manager SME (estimated at one-day per runway alternative). (4) PMT staff will review information as provided by PMT SME.

2.01.12 Design Management.

PMT will perform various tasks as identified below, as anticipated for two runway alternatives. However, the effort under this task includes six runway alternatives, until such time that alternatives are removed from consideration. This task assumes work by (4) PMT staff, as well as (5) additional PMT SMEs (geotechnical, BIM, etc.) to effectively review and coordinate Design team efforts. This task assumes one-day per week for each PMT and SME staff to complete various tasks to support the Design team.

- Development and performance monitoring of specific tasks within the Design team scopes of work and measurable execution and deliverables' milestones.
- Develop, coordinate, and review the issuance of supplemental information, design directives, response to submission of Request for Information, change notices and other forms of documentation necessary to effectively manage the Design consultant toward completion of various tasks associated with this phase of work.
- Review and monitor Design team tasks in compliance with stated scope and criteria to confirm completion and prevent scope creep. Specific reviews of Design team Deliverables include:
 - o Design Work Plan and Schedules
 - o Geotechnical Report
 - o Program Definition Validation Memorandum
 - o BIM Execution Plan
 - Existing Base Map
 - Mass Grading Analysis and Report
 - Borrow Site Analysis
 - o Cost Estimates
 - Other, as appropriate
- Coordinate requested information needed by the Environmental team (as applicable) for the NEPA process and provided by the Design team. Review for completeness and for accuracy.

- Provide coordination and AOA escorts for Design team members to visit the site as needed for this phase of work.
- Review of digital deliverables by Design team for completeness and accuracy. Transmit
 information to DEN BIM/Asset Management for final review at submittal stages.

2.01.13 Review and Augmentation of Design Standards and Specifications.

PMT will review submittals for compliance verification with DEN Design Standards Manual and other Board, State, Federal and FAA design guidelines, standards, and specified requirements. This task assumes work by (4) PMT staff and (1) PMT SME staff.

2.01.14 Develop Risk Register and Risk Management Plan.

Hold a Risk Workshop (one, four-hour virtual meeting and one additional one-hour follow up virtual meeting), develop initial Risk Registry, and identify Risk Mitigation. Distribution of the information resulting from the Risk Workshop will be distributed to all attendees. This task assumes work by (4) PMT staff and up to (2) PMT SMEs as applicable.

2.01.15 Program Management Plan.

Develop a Program Management Plan (PMP) that includes the following (subsections may be covered elsewhere in this scope of work):

- Project Charter
- Change Management Plan
- Scope Management Plan
- Schedule Management Plan
- Cost Management Plan
- Quality Management Plan
- Communications Management Plan
- Risk Management Plan
- Procurement Management Plan

A template for each component identified above will be provided by DEN PMO and be customized by the PMT for the DEN Future Runway program. Once the PMP is complete and accepted by DEN, it will be updated monthly throughout this task. This task assumes three-days of initial effort by (4) PMT staff as well as (1) PMT Controls staff. Ongoing effort to maintain the PMP includes an average of one-day per month by (4) PMT staff and two-days per month for the (1) PMT Controls staff through Task 200A.

Deliverables

- Kickoff meeting organization, agenda, attendance log and meeting notes for each meeting.
- Program overall organizational structure, contact information, and communication plan.
- Regular coordination meetings organization, agenda, attendance log and meeting notes for each meeting.
- Stakeholder meeting organization, agenda, attendance log and meeting notes for each meeting.
- Government agency meeting organization, agenda, attendance log and meeting notes for each meeting.
- Airspace Review comments
- Risk Management Plan
- Report that defines QA Plan requirements for the program. Project Charter and Risk Matrix
- Exhibits and report on the descriptions and logic for the overall phasing and logistics.
- Grant Application eligibility Assessment
- Updated Design Standards and Specifications
- Program Management Plan

2.02 Program Controls Activities

2.02.1 Program Wide Contract Administration, Budget Accounting and Financial Management

Implement established processes and procedures for project contract, budgeting, accounting, and financial management information gathering and reporting in compliance with DEN PMO standards and procedures and requirements of other City departments and other DEN divisions, including DEN Finance. Task assumes work by (2) PMT Controls team members along with the following duties:

- Develop systems and procedures for control functions at onset of the project to facilitate the project monitoring processes.
- Coordinate with client and PMT leaders on project control documents and program support.
- Confirm policies and procedures and reporting systems are fully developed and implemented.
- Confirm project level work breakdown structure for cost, schedule and scope on a project level
- Establish a program level work breakdown structure for cost, schedule and scope to support a multiple project program
- Manage, revise, and maintain status of the detailed project cost estimate/forecast to include all phases and project execution from design/engineering, material/equipment procurement and deliveries, and construction contracts through start-up activities to closeout.
- Manages the coordination of PMT project controls and DEN project controls to develop, implement, and maintain valuable program databases and deliverables.
- Coordinate and provide leadership to establish and maintain data coding structures, project control tools, and quality data for budgets, contracts, change orders, trends and actual costs.
- Monitor project schedules and project costs through DEN Document Control systems and software.
- Development, implement, monitor, and maintain management reporting to produce valuable program controls reports and data to Stakeholders.
- Coach, mentor, and develop team by providing oversight, training, direction, and performance feedback in accordance with organizational policies and procedures.

2.02.2 Document Control System Development and Implementation

Assist DEN PMO to develop the Unifier documentation repository file structure based on project scope. Implement AIM Development Document Control processes and procedures and communicate to all team members as appropriate. Capture and store all Pre-Environmental Stage documentation. Task assumes shared effort between (3) PMT Controls team members, equivalent to one-FTE for the entire duration of the task, and includes the following tasks:

- Set up and maintain file structure for SharePoint, Unifier, FTP Site, etc.
- Document QA/QC
 - Assist, support and train the Environmental team and Design team in the use of the document repositories, ensuring file structure, nomenclature, and organizational structure remains intact.
 - Review incoming documents from the Environmental and Design teams prior to distributions for review.
 - Create weekly reports and/or reminders for on delinquent documents. Hold status meetings to keep on track.
 - Interface with scheduling to provide tracking of critical documentation.
- Collects, maintains, and distributes all documents necessary to confirm conformance to program requirements.
- Develops and maintains a filing system and computer database for all documents to be retained in the document control center.
- Manages the operation of the document control center to confirm that all users have the latest revision of appropriate documentation in a timely manner and appropriate levels of access.
- Collect and maintain files of the latest revision level documentation necessary to define product configuration and control manufacturing processes.

- Timely distribution of latest revision level documentation to all appropriate users and confirm that obsolete documentation is removed from distribution.
- Maintain a computer database of all filed documentation that confirms fast retrieval of documents.
- Support DEN Contract Management staff with the following tasks:
 - Review contractual documents to confirm adherence to government specifications and requirements, and conformance to master agreements.
 - Manage project insurance requirements and certifications of insurance (COI) for all firms and vendors.
 - Regularly review contract terms and performance to provide recommendations regarding the necessity for amendments or extensions.
 - Identify critical issues and communicate in a timely manner.
 - Identify escalating contract issues (e.g. pricing, payment terms, etc.).

2.02.3 Master Conceptual Schedule Updates

Under this task, PMT effort assumes the full development of an overall Program Schedule (in P6 format). This schedule will include all activities including Planning studies (prepared by others), Environmental, Design, and Construction activities. All six runway alternatives will be evaluated as a part of this effort.

DEN has indicated that a Master Conceptual Schedule has been developed for this Program. Upon receipt of such schedule, PMT will adjust the effort to evaluate and further refine its development by administering the Environmental and Design Consultants schedule and incorporating their monthly updates into this Master Schedule.

Task assumes work by (3) PMT certified Primavera schedulers, as well as input by (2) PMT staff and (2) PMT Controls staff

2.02.4 Cost and Budget Development and Management

Establish preliminary cost estimates and budgets for each project WBS activity. Attend key meetings with project stakeholders to discuss cost considerations.

Provide Rough Order of Magnitude construction cost estimates, based on preliminary design information provided by the Design team and PMT for two (2) runway alternatives (scalable up to six runway alternatives). Project Scope to be estimated includes:

- Grading, paving and utilities, airfield lighting, signage, surface roads or other site related costs associated with new runway construction.
- A la carte Optional cost for a new ATCT
- A la carte Optional cost for a new ARFF
- A la carte Optional cost for Bridges
- A la carte Optional cost for Tunnels and Landside facility relocation
- A la carte Optional cost for Deicing Pads
- All elements (if required) to be estimated concurrently and submitted under one estimate report

Task includes work by (2) PMT Controls team members and (3) PMT Cost Estimating team members, depending upon A la carte options required.

2.02.5 Develop Cost and Schedule Key Performance Indicators (KPI) In coordination with DEN's PMO, develop and agree upon KPIs to measure and report on project cost and schedule performance, or any other metrics required by DEN. Task assumes work by (3) PMT Controls team members.

2.02.6 Program Reporting

Prepare weekly status reports of schedule and cost performance as well as monthly reports for other stakeholders in accordance with DEN's procedures, requirements, and recommendations. Cost and schedule analytics will be updated regularly to real time dashboard to share with DEN PMO and other stakeholders. Project reporting will be one form of communication as well as a tool

to forecast, mitigate risks, monitor budgets and schedules and overall project health. Task assumes work by (2) PMT Controls team members. Other functions include:

- · Design project data reporting tools.
- Track and analyze project costs including budgets, commitments, actuals, accruals, and forecasts.
- Produce forecasts of total project costs, annual costs and monthly cash flow costs and provide

variance analysis.

- Develop custom project intelligence reports to track schedule and budget.
- Deliver reports that are easy to understand, identify areas for improvement, help optimize project performance, support internal controls, and codify high leverage performance metrics for Stakeholders.

2.02.7 Program Management Software Implementation

Prepared a list of anticipated hardware and software needs for Project Management Consultant users for the duration of the project. According to DEN protocols and security standards, and with any necessary approvals from DEN, including its IT division, purchase and install needed computer hardware, software, and internet connections. A detailed list of these items, along with associated cost will be provided to the DEN Principal Program Manager for approval in accordance with the Contract. Task assumes work by (1) PMT Controls team members.

2.02.8 Program Management Training Support

Manage training logistics including scheduling training, delivering training, and arranging for training rooms to confirm all PMT team members are familiar and able to utilize DEN software programs as well as other internal software that may be needed. PMT Controls staff member will obtain training from DEN and will train other PMT personnel. Task assumes work by (2) PMT Controls team members for training, and up to (5) additional PMT staff will receive training.

2.02.9 Administrative Support

Provides general administrative support to PMT. Administrative functions include maintaining calendars, scheduling meetings, making travel arrangements, handling correspondence, distributing mail, filing, and performing other duties to support the manager and department as needed. Task shares effort between (2) PMT Controls team members during the Preenvironmental stage. Other duties include:

- Maintain program calendars.
- Schedule meetings.
- Attend staff meetings and take meeting minutes.
- Assist in the planning and overseeing significant events.
- Reserve equipment and conference rooms for presentations and in-office meetings.
- Coordinate training and orientation for new PMT members.

2.02.10 Contracts Management

~Task Deleted~

2.02.11 Integration of Program Schedule with DEN PMIS

Following guidance from DEN PMO, integrate WBS and Schedule to be uploaded into DEN overall Program Management Schedule. On a periodic basis, as the project schedule is revised, upload to DEN's Program Management Schedule. Task assumes work by (2) PMT Controls staff and (1) PMT certified Primavera Scheduler.

Deliverables

- Master project WBS
- Project Schedule
- Cost Reporting
- Contract Reporting
- Program Management Training
- Program Dashboard and Metrics

2.03 Public Information Outreach Activities

Tasks identified under 2.03 include support for DEN toward developing and implementing an effective Public Information Outreach program for the Future Runway development. The PMT communications team will interface with DEN Global Communications and Marketing as well as DEN Government Affairs for a positive and consistent message. Task 2.03 is anticipated to include full time involvement for two PMT communications staff.

2.03.1 Public Information Planning

Utilize research from Task 100 to develop a Public Information Plan that details key project milestones; public information goals, objectives, strategies, and tactics; target audiences; key messages; and a method for measuring success.

This phase includes developing relationships and roles/responsibilities with DEN staff and the FAA. In addition to a project team contact list, research and develop a detailed stakeholder list that will be reviewed and updated quarterly throughout the entire program and provide ongoing stakeholder analysis.

Assist in public and stakeholder outreach and coordination activities, including developing information and presentations regarding project and program information, soliciting and tracking feedback and input, and provide support to the DEN Principal Project Manager for project briefings with civic and political leaders.

PMT will also determine a policy and system for tracking comments in partnership with the Environmental team. This task includes work for (3) PMT communications team members.

2.03.2 Project Meetings and Coordination

Throughout the EA process, will keep in close contact with DEN staff and provide updates about the project. Holding regular meetings with Global Communications and Marketing and/or Government Affairs. This task includes work for (3) PMT communications team members.

2.03.3 Develop Foundational Project Collateral

Messaging will be distributed using several foundational communications tactics including a webpage on DEN's website, a fact sheet, and an FAQ document.

Other collateral developed during this phase may include newsletter articles, news releases, outreach document

templates, social media posts and elected official and/or media briefing documents.

Build a speaker's bureau, and closely work with DEN to plan and implement bi-annual meetings to keep key DEN stakeholders updated on this project.

Collateral	Update Timeframe
Key message document	Review Monthly
Website	Review Monthly
Fact Sheet (public-facing)	Quarterly
FAQ (public-facing)	Quarterly
Speakers Bureau	Twice yearly

This task includes work for (3) PMT communications team members.

2.03.4 Media Relations

Using the key messages from the Public Information Plan, PMT will support DEN Global Communications and Marketing staff with media engagement to create convenient, accessible, clear communications for DEN to share with media representatives. This could include drafting news releases, preparing talking points for media response or coordinating media briefings. This task includes work for (3) PMT communications team members.

2.03.5 Government Affairs

Using the key messages from the Public Information Plan, PMT will support DEN Government Affairs and the DEN Principal Program Manager in engaging elected officials and neighboring jurisdictions. This may include drafting briefing documents, preparing talking points for response to elected officials/agencies, coordinating small group or one-on-one meetings, special events, presentations, newsletter content, or coordinating elected official meetings. This task includes work for (3) PMT communications team members.

Deliverables

- Communications Plan.
- Project Website
- Newsletter articles, news releases, outreach document templates, social media posts and elected official and/or media briefing documents
- Hotline and email.
- Speakers Bureau

2.04 Sustainability Activities

2.04.1 Review of Previously Prepared Studies and Documentation

Review various previously prepared studies including the DEN 2021 Environmental Objectives and Annual Plan, Sustainability Policy (March 2017), Annual Environmental Performance Reports, Sustainability Management Plan (August 2013), updated DEN Master Plan (if available), and any other sustainability documents published online or as determined necessary. Additionally, documentation including credit submittals, from previous DEN LEED projects and the Envision pursuit for Peña Blvd will be reviewed by the team. This task assumes the supports of up to (4) Sustainability PMT members.

2.04.2 Stakeholder Mapping

Conduct a stakeholder mapping exercise to identify all internal and/or external stakeholders who should be engaged throughout the program and whose participation is critical to the achievement of the sustainability and resilience goals that will be established in future tasks. Conduct one (1) stakeholder mapping meeting of one (1) hour in length with DEN and the Project Team. (4) Sustainability PMT members will facilitate this meeting.

2.04.3 Interviews

Conduct up to eight (8) interviews with key stakeholders including key DEN staff, to identify lessons learned from past projects and sustainability priorities for the program. (4) Sustainability PMT members will facilitate these interviews. Each meeting is anticipated to be one-hour in duration and also include one additional hour for preparation and minutes.

2.04.4 Visioning and Ideas Charrette

This task will include two (2) charrettes of two (2) hours in length, to include up to approximately 40 key stakeholders from DEN, the Design Team and other disciplines identified during the Stakeholder Mapping process. (4) Sustainability PMT members will facilitate these meetings. The charrette will be used to garner ideas and input from key stakeholders. Sustainability PMT members will provide an overview of industry best practices and relevant sustainability rating systems. Sustainability PMT members will facilitate discussions on regional, airport, and program specific sustainability priorities, challenges, and opportunities. Interactive feedback will be sought via online sticky notes and polls. Sustainability PMT members will collate responses to craft an overarching sustainability visioning statement for the program. This exercise will serve to inform subsequent goal-setting tasks. In addition to the actual charettes, the sustainability team requires 2-days of preparation time for each charette as well as 1.5-days per charette to follow up with minutes and information to the stakeholders.

2.04.5 Establishment of Sustainability and Resilience Goals

Analyze participant feedback collected from the Visioning and Ideas Charrette, in tandem with industry best practices and using the Envision and LEED rating systems as a framework, draft a set of Sustainability and Resilience Goals. A draft of this document will be shared with all stakeholders for comment, ahead of finalization and program adoption. This task will necessitate the support of (4) Sustainability PMT members.

2.04.6 Team Charter around Sustainability Commitments

Projects are more likely to achieve sustainable outcomes when all those involved in the Project Team make strong commitments to achieve sustainability goals. Facilitate the creation of a commitment letter outlining the goals of the program in conjunction with DEN's long-term economic, social, operational, and environmental goals for minimizing the impacts of all airport activities. This commitment letter will serve as the groundwork for onboarding all consultants to the sustainability commitments of the Airport's program and will require signatures from all firm's involved. In addition, consultant firms will be asked to provide a narrative detailing any past sustainability commitments. This task will require the support up to (4) Sustainability PMT members. Up to four (4) meetings are assumed to discuss the desired outcomes of the commitment and requirements of the charter with key stakeholders.

2.04.7 Sustainability and Resilience Education

Facilitate a series of three (3) meetings with the Design and Environmental teams. These meetings will provide participants with an overview of sustainability best practices and principles with a high-level overview of the Envision and LEED frameworks that will be used alongside the commitments and goals established in sub-task 2.04.5. These meetings will involve the participation of up to (3) Sustainability PMT members for preparation and follow-up, including providing meeting agendas, meeting minutes, sample materials, guidance documents, and any other resources or input deemed necessary.

2.04.8 Framework for Integrating Sustainability and Resilience

Upon establishment of sustainability goals, Sustainability PMT members will develop a guidance document detailing how each goal may be realized throughout the project life cycle. This effort will require the support of up to (4) Sustainability PMT members.

2.04.9 Identification of High-Level Opportunities for Sustainability and Resilience

Identify sustainability and resilience opportunities across the program, related to the criteria set forth in the framework established in sub-task 2.04.6. This task assumes the support of up to (4) Sustainability PMT members.

2.04.10 Development of Alternatives Criteria for Evaluation

Identify and provide a detailed assessment with reasoning for all alternatives put forth for consideration by DEN and the Design Team. This task assumes the support of up to (4) Sustainability PMT members.

Deliverables

- Sustainability Stakeholder Mapping
- Sustainability and Resilience Education
- Sustainability Opportunity Guide

2.05 Environmental Support Activities

2.05.1 Coordinate Submittals and Correspondence with Environmental Team

Assist DEN with collection, compilation, management, transfer, and storage of existing published information related to the EA process including data, studies, investigations, plans, and reports.

Attend the project initiation meeting with DEN and the Environmental team to review the Project Plan of Study, schedule, communications procedures, and responsibilities; meeting will be held via video conference; (2) Environmental staff from PMT will attend the meeting.

Attend monthly meetings with DEN and the Environmental team to discuss progress through the initial planning phase for project definition; up to eight (8) meetings will be held primarily via video conference call, and up to four (4) in-person meetings will be required.

Support DEN by participating in the EA pre-scoping process including preparing for meetings, attending public and stakeholder pre-scoping meetings, and attending agency scoping meetings. Work with DEN and the EA team to develop meeting materials, attend three (3) public/stakeholder pre-scoping meetings, and attend one (1) agency pre-scoping meeting to be held at DEN. Includes travel and a five-night stay for (2) PMT Environmental staff.

Work for (2) PMT Environmental staff will be required is required for this subtask.

2.05.2 Monitor Government to Government Consultation

Review draft documentation developed by the Environmental team, such as a project description and figures, to be included with consultation letters from the FAA to potentially affected Tribes and Nations.

Work for (2) PMT Environmental staff will be required is required for this subtask.

2.05.3 Review Early Planning Documents

Assist DEN with review and comment of applicable planning studies including FAA forecasts and airfield simulation verification for project definition.

Work for (2) PMT Environmental staff will be required is required for this subtask.

Deliverables

Review Comments

2.06 DBE Outreach and Compliance

2.06.1 Program Development Oversight.

Activities and tasks will be executed on a continuous and on an ongoing basis. When specified, meetings will generally be held weekly. The Division of Small Business Opportunity (DSBO) will drive the frequency of deliverables and meetings. In addition, DSBO and DEN will conduct monthly Program Alignment meetings to discern if the Program is following goal achievement, outreach, and capacity building programs. Program Development will include strategies and tactics for a Runway DBE Program to include the following components for Design, Environmental and Construction:

- Outreach and Engagement
- Procurement and Scope Alignment
- Contract Compliance, Monitoring and Reporting
- Capacity Building Initiatives

During this phase, the DBE Compliance Plan as required by DSBO will be developed that will include a detailed approach to each component. The Compliance Plan will include all schedule of events, meeting times/frequency and monthly reporting. In addition, the Compliance Plan is updated on an annually. Work for (1) DBE Outreach and Compliance PMT staff is required is required for this subtask.

2.06.2 Program Implementation and Monitoring

Lead for the DBE Program Coordination and work collaboratively to manage all program components: outreach, procurement and scope alignment, contract compliance, and capacity building programming. To confirm connected coordination and management of DBE subconsultants, we will work closely with the Program Manager to confirm program execution is consistent. Work for (1) DBE Outreach and Compliance PMT staff is required is required for this subtask.

2.06.3 Continuous DBE Outreach and Engagement

Because this is the first runway project at DEN in some time, there must be messaging and engagement of the DBE community to provide all relevant information on: types of opportunities, procurement/solicitation process, contractual requirements, bonding/insurance and project schedules. Outreach will be conducted through virtual/hybrid outreach events, one-on-one meetings, scope specific sessions, pre-bid sessions for DBEs and participation in DEN, DSBO, and the Commerce Hub outreach. An outreach calendar will be created and disseminated to the DBEs small business trade associations. Outreach will also be in the form of PMT presentations to monthly meetings of trade and business associations. There will be a team member dedicated to connecting with DBEs and developing engagement opportunities. Work for (1) DBE Outreach and Compliance PMT staff is required is required for this subtask.

2.06.4 Procurement and Scope Alignment

Procurement/solicitation strategies require intentional effort to include both professional service firms that may not have worked on a DEN Project. PMT will use "Discipline Group Opportunity Sessions" to promote specific scopes aligned with the capacity and capability of the interested professional service bidders. In addition, the Office One on one sessions provide an opportunity for both professional service firms and contractors to understand specific scopes relevant to them. All of the above shall be in coordination with and supporting DSBO to integrate these elements into their training program. Work for (1) DBE Outreach and Compliance PMT staff is required is required for this subtask.

Additional strategies to achieve substantive utilization include:

- Onboarding of DBEs to convey all contract requirements, reporting and payment process
- Unbundling and break out of bid packages that align with capability/capacity of DBEs
- Allocate entire scopes of work to enable firms to "prime" the work.
- Sufficient lead time for solicitations to confirm MSVWBEs have adequate time to bid in the
 evaluation of appropriate packages, use a point system that rewards

- Mentoring Arrangements and/or other partnering strategies that support capacity building
- Prompt Payment
- Include change orders in the utilization of DBEs
- · Recalibrate bonding and insurance requirements to align with DBE capacity
- · Active support to First Tier (prime subs) for connecting to procurement opportunities

2.06.5 Contract Compliance and Reporting (B2G and monthly submissions)

Contract compliance, monitoring and reporting requires the involvement of all aspects of the Program Team and the Design, Environmental and Construction Teams, including:

- Meet on a regular basis with relevant parties to discuss opportunities, bid package design, opportunities for new DBEs, progress towards goals, issues, etc.
- Identify available and certified DBEs per scope and refer subconsultants for inclusion in identified opportunities.
- Identify any highly specialized elements of work that might limit DBE participation.
- Review and document efforts to select from the remaining scope economically/technically feasible portions of work that can be performed by DBEs.
- Confirm all required documents and forms are submitted by subconsultants and DBEs.
- Any DBE that has connected to the Program, will be tracked using the "Biz Navigator" platform
 to confirm they don't fall "through the cracks".
- Prepare monthly reports and monitor B2G entries for accuracy.
- Work for (1) DBE Outreach and Compliance PMT staff is required is required for this subtask.

2.06.6 Goal Achievement and Future Projections Monitoring

Monitor activities for the entire program to confirm DBE compliance requirements are achieved. Conduct several assessments during the duration of the Project, including the following:

- Gather utilization data required from subconsultants' Summary Reporting Form
- Conduct/attend DEN DBE compliance meetings (to review current compliance status and deficiencies (if any). If there are deficiencies, provide recommendations for improvement and/or corrective action. The DBE Compliance meetings include, but are not limited to:
 - Monthly DEN/DSBO and PMT Compliance Team
 - Monitor subcontracts to confirm compliance
 - Review any changes to scope (particularly reductions)
 - Monitor prompt payment
 - Monitor lower tier DBE subconsultants and suppliers
 - Monitor program projections to confirm "burn rate" of DBEs is on track for goal achievement

Tracking and reporting of DBE goals, including:

- Develop and maintain a master DBE database for tracking and reporting purposes
- Review DBE Utilization documents for compliance and submitted to DSBO, such as:
 - Monthly Summary Report Form
 - Monthly payment affidavit
 - Letters of Intent
 - Subcontracts
 - Communication Log

- Schedule of Work
- Monitor contracts and related documents for compliance with DBE goal achievement.
- Track and review all contract modifications, change orders, or amendments (by task order) that impact contract value. Confirm that increases in contract value are passed on to DBE contracts (where feasible).
- Monitor DBE goal achievements of DBEs.
- Issue non-compliance notices and recommendations for improvement or corrective action.
- Monitor and document actions taken by non-compliant subconsultants to correct deficiencies.
- Work for (2) DBE Outreach and Compliance PMT staff is required is required for this subtask.

2.06.7 Capacity Building Initiatives

Multi-year programs can review the unique challenges and barriers to participation for DBES. A strategic and focused capacity building initiative will be developed to facilitate access to relevant resources. We will collaborate with existing stakeholders who have technical assistance and skills building resources. In addition, PMT will

To confirm the onboarding of DBEs, we will have subconsultant Orientations, which will include, but not limited to the following topics:

- "How to Invoice to get Paid"
- Monthly Progress Payments (Invoicing)
- B2G Reporting
- Badging and costs

Support efforts to increase the pool of DBEs by encouraging and assisting certifiable firms to become certified. Firms will be referred to certification for assistance with the application process.

Our approach to capacity building is to collaborate with DSBO to create a Runway Mentor Protégé Program to grow and support DBEs bidding and working on either the Design, Environmental or Construction Scopes. The Mentor Protégé Program will:

- Identify and match interested participants.
- Enable participants to enter into an agreement with clearly stated goals and action plans for growth.
- Include metrics and a process for monthly progress updates to track the program's success.
- Align participants with additional resources complementary to their mentoring objectives.
- Align with DSBO's mentor-protégé objectives.
- Work for (1) DBE Outreach and Compliance PMT staff is required is required for this subtask.

Deliverables

- DBE Compliance Reporting
- B2G Reporting

2.07 Project Management

This task includes AECOM project maintenance, collection, and processing of subconsultant invoices, project reviews, invoicing DEN including progress reports, and administration of task orders to subconsultants. DEN will be billed on monthly intervals. Effort by (2) PMT staff includes two days per month for the above activities.

<u>Task 200B – Pre-Design (EA) (approximately October 2022 through approximately September 2023 – one year)</u>

The program environmental review process will begin with the preparation of an Environmental Assessment (EA). An approved activity forecast is anticipated to be approved by the FAA in November 2022. EA scoping will commence in the October 2022 timeframe, thus commencing the period for EA review. Initially, it is anticipated that two (2) alternatives (scoped to allow for all six alternatives), plus, a no-build option, will be studied. Further, it is anticipated that no more than two runway alternatives will be cleared through the NEPA process. This task will be performed virtually, with in-person meetings quarterly.

The scope of services includes a base scenario for two runway alternatives to be studied (runway, parallel taxiway, four high-speed exits, four additional taxiway connectors, and connections to existing airfield complexes) that is similar to each runway complex being considered. There are six alternatives under consideration, where each runway has unique requirements to be fully functional and operational. Thus, the A-la-carte Options are included so that the scope is all inclusive for any runway that may ultimately be selected.

Significant portions of the scope are dependent of the runway option chosen and described A-la-carte during this task, those include:

- 2nd Parallel Taxiway, High-Speed Exits, and Taxiway Connectors
- · Taxiway Lima
- Deicing Facilities (Aprons, Ponds, Connection to Recycle Facility, Storage)
- Supplemental ATCT
- ARFF Building
- Electrical Vault
- RTR Facility
- Roadway and Taxiway Tunnel(s)
- Taxiway Bridge(s)
- Oil/Gas Wells/Pipelines
- South Campus Relocation
- Land Acquisition
- Waterway Relocation
- Mass Grading
- Additional Runway Alternatives 3 6 (as directed by DEN)

Overall, this task includes the management of the Design team in order to provide timely and relevant information to the Environmental team. PMT will manage the Design team in its progress of (up to) two runway alternatives to the preliminary (approximately 30% complete) design level.

2.08 Program Management, Design Oversight and Administration

The runway alternatives selected to be advanced through the EA will determine which A-la-carte Options will be advanced under this Task 2.08. Thus, PMT staff will include, in addition to the (3) core PMT staff (Program Manager, Airside Manager, and Quality/Strategy Manager) the following:

- (2) Airside Project Coordinators (one for each runway alternative)
- (1) Architectural Project Coordinator (ATCT and ARFF)
- (1) Landside Project Coordinator (Bridges, Tunnels, and other landside related activities)
- (1) Technical Support Personnel

In addition, various PMT SMEs and technical support staff will be required to provide timely and effective management of the Design consultant. As runway alternatives are reduced, various PMT staff will be adjusted accordingly.

2.08.1 Weekly Coordination Meetings - Agenda, Attendance, Minutes, and Follow Up. PMT will coordinate, schedule, and attend regular coordination video conference meetings with DEN and the Project Team. This task includes 52 meetings attended by (up to) (5) PMT staff and (12) additional PMT SMEs, as required. PMT will compile and provide a list of comments and questions as well as an agenda for the meeting. PMT will also provide meeting minutes for DEN to review following the meeting and distribute the meeting minutes to attendees. Meetings will be scheduled weekly through the duration of Phase 200B and address various technical and administrative elements associated with the preliminary design of the work. Meetings are

anticipated to last one-hour in duration and include follow up effort by PMT to provide needed information to the Design team.

2.08.2 Ongoing/Regular Stakeholder Coordination Meetings - Agenda, Attendance, Minutes, and Follow Up.

PMT will coordinate, schedule, and attend regular stakeholders video conference meetings. Typical attendees include tenants, airlines, regulatory authorities, and DEN staff. These meetings will be a platform during the EA process to identify issues, risks, and operational requirements, that may affect EA designer elements. This platform will also confirm continual stakeholder engagement to the overall program. PMT communication will continue throughout the program to inform them of status, solicit input and concerns, address changing requirements, and develop solutions to best suit stakeholder needs and DEN objectives. This task includes 26 meetings, as needed, attended by (4) PMT staff (four-hours per each meeting for agenda, meeting, minutes and follow up). PMT Quality Manager will attend each meeting as provide input of follow up actions (effort estimated to be approximately 1.5 hours per meeting). (14) additional PMT SME staff will attend meetings as required to coordinate efforts (each SME estimated to spend an average of 1.75 hours per meeting). PMT will compile and provide a list of comments and questions as well as an agenda for the meeting. PMT will also provide meeting minutes for DEN to review following the meeting and distribute the meeting minutes to attendees. Each meeting is anticipated to last one-hour in duration and include follow up effort by PMT to provide needed information to Stakeholders.

2.08.3 Maintain and Monitor Quality Assurance Plan.

PMT will maintain a QA plan to confirm compliance with all project requirements – PMT will place a strong emphasis on avoiding and minimizing changes, and delays throughout the program., PMT will consists of highly specialized aviation and PM expertise who can analyze the complexities and provide an unbiased evaluation of client exposure and potential risk. We will identify all delays, determine the cause, evaluate its effects, its merits, the responsibilities of all parties, and recommend the extent of damages and compensation. This task includes audit(s) that the QA/QC effort is occurring only. Actual QA review is captured under Design Management task (2.08.12). This task assumes work by up to (6) PMT staff and (1) additional PMT SME.

2.08.4 Maintain and Adjust Overall Phasing and Logistics Plan.

Maintain the overall phasing plan that with updates on up to the two (2) runway alternatives that will be evaluated the Environmental team. Each alternative will be evaluated to address contractor staging, on-site batch plant(s), and contractor parking. The location of Construction Management on-site location will be factored into this logistics plan. Coordinate and facilitate workshops with DEN, DEN real estate, the Design team and Environmental consultant with the purpose to minimize the disturbance of soil and operational impacts that are associated with access points, hauling, contractor parking, batch plant location, and utility feeds. This task assumes work by up to (6) PMT staff and (1) additional PMT SME.

2.08.5 Identify Funding Sources and Assist/Manage Grant Applications.

PMT will continue to assist 3rd party consultant (hired separately by DEN) to update the Financial Plan for securing grant funding through a Letter of Intent (LOI) from DEN to the FAA. This subtask may also include research for additional federal, state and local grant opportunities, with assistance in allocating scope and funding eligibility. PMT will assist on granting initiatives and support DEN Finance in tracking and documenting grant eligible items for reimbursement. This task assumes Airside Manager will spend approximately one-day per month of this effort, with oversight by the Program Manager and Quality Manager.

2.08.6 Maintain Design Criteria Manual.

Confirm updates to the Design Standard Manual on an ongoing basis and communicate to Design team, as revision may occur during the life of the program. Compliance verification of other Board, State, Federal and FAA design guidelines, standards, and specified requirements. This task assumes work by (6) PMT staff.

2.08.7 Provide PFC Assistance.

~Task Deleted~

2.08.8 Provide Governmental Agency (FAA, CDOT, TSA, RTD) Coordination and Follow Up.

PMT will provide coordination via meeting (agenda and minutes) as follows with the anticipated intervals:

FAA-Assumes twelve (12) meetings (monthly).

CDOT –Assumes four (4) meetings (quarterly).

TSA - Assumes four (4) meetings (quarterly).

RTD – Assumes four (4) meetings (quarterly).

Each meeting is anticipated to be one-hour in length. It is anticipated that information collection and follow up actions will be required following each meeting, by PMT staff, on various issues resulting from such meetings with stakeholders (covered under this task). This task assumes attendance of an average of (5) PMT staff and up to (9) additional PMT SMEs, as required, depending on the meeting.

2.08.9 Develop Draft Reimbursable Agreement and FAA/Airport Scope of Work Document.

PMT will assist in drafting a reimbursable agreement with the FAA for the work assigned to their lines of business for NAVAID design, Chart Updates, Airspace Analysis, TERPS evaluation, flight checks and project monitoring. This task assumes work by (4) PMT staff and oversight by Program Manager and Quality Manager.

2.08.10 Develop Power Connectivity and Needs Assessment Plan.

PMT will coordinate the development of an electrical power connectivity plan and needs assessment (water, sanitary sewer, gas, communications, non-potable water, and other utilities) with the designer and various DEN lines of business. PMT will communicate and monitor the designer development and incorporation to the plans and specifications. In addition to power and communications connectivity to the new runway(s), this task includes similar effort for A la carte options such as Supplemental ATCT, ARFF, Taxiway Lima, etc. This task assumes work by (6) PMT staff and (1) additional PMT SME.

2.08.11 Provide Airspace Review.

If further Airspace analysis is required, PMT will review information submitted by the planning and Design consultants for completeness and accuracy. PMT will communicate and document findings to DEN and consultants. In addition, PMT will coordinate with the FAA lines of business to plan the implementation of Chart Updates, Airspace Analysis, TERPS. This task assumes work by (5) PMT staff and (2) PMT Airspace SME.

2.08.12 Design Management (Preliminary Design up to 30%)

Provide design management of the preliminary design of the various design elements. Development and performance monitoring of project specific design scopes of work and measurable execution and deliverables' milestones. Design consultant will be tasked to provide the following to Environmental consultant during this task. This task assumes work by (9) PMT members.

- Review of Schematic, Concept and Preliminary Design deliverables (Plans, Specs, Reports, etc.) for (up to) two runway alternatives, as well as select A la carte options depending on the runway alternatives selected. Such A la carte options may include:
 - 2nd Parallel Taxiway, High-Speed Exits, and Taxiway Connectors
 - Taxiway Lima
 - Deicing Facilities (Aprons, Ponds, Connection to Recycle Facility, Storage)
 - Supplemental ATCT
 - ARFF Building
 - Electrical Vault
 - RTR Facility
 - Roadway and Taxiway Tunnel(s)

- Taxiway Bridge(s)
- Oil/Gas Wells/Pipelines
- South Campus Relocation
- Land Acquisition
- Waterway Relocation
- Mass Grading

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- Coordinate and review all documents and information to be provided to Environmental consultant at the throughout the NEPA process, including:
 - Conceptual Grading and Drainage Plans, including the limit of construction and limit of disturbance inclusive of erosion and sediment control and stormwater management requirements.
 - The change in the amount of impervious surface for each alternative.
 - Concepts for stormwater quantity management including estimates of runoff volumes.
 This includes any conceptual/preliminary design reports completed to identify sizing of detention and water quality control for stormwater management.
 - Utility corridors to support proposed improvements.
 - Locations of NAVAIDs to determine the extent of the limits of disturbance.
 - Approach Lighting System
 - Localizer/DME
 - Glide Slope Antenna
 - Shelters
 - RVR
 - FOTS loop
 - Requirements for site access, temporary construction, and staging areas.
 - Construction schedules for use in developing air pollutant emissions including: haul routes; staging areas; construction staff levels; construction equipment details type and number of equipment, annual hours of operation for each piece of non-road equipment, annual mileage for each piece of on-road equipment including delivery trucks and construction workers traveling to and from the worksite.
- Review and management of addition Design team deliverables, including:
 - Progress Schedules
 - Planning Validation Memorandum
 - Topographic Surveys
 - Geotechnical Reports
 - Updated Base Maps
 - Updated Earthwork Analysis and Mass Grading
 - Cost Estimates
 - Visualizations/Renderings, as produced

- Develop, coordinate, and review the issuance of supplemental information, design directives, change notices and other forms of documentation necessary to effectively manage the Design consultant toward completion of various tasks associated with this phase of work.
- Review preliminary CSPP prior to FAA review.
- Review of digital deliverables for completeness and accuracy. Transmit packages to DEN BIM/Asset Management for final review at submittal stages.
- Review and coordinate Permitting requirements with Design consultant and with DEN. Identify schedule timeline for application.
- Provide coordination and AOA escorts for Design team members to visit the site as needed for this phase of work.

2.08.13 Facilitate Project Delivery Charette for Alternative Construction Delivery.

- PMT will review FAA guidance on Alternative Delivery Methods and specifically CMAR delivery.
- PMT will prepare all Technical Requirements and information for alternative delivery methods and procurement of a construction contract and facilitate a project delivery charette. PMT will document all discussions and provide agenda, meeting minutes, and provide follow up actions.
- Project Delivery Charette will include one, two-hour virtual meeting.
- This task assumes work by (8) PMT staff, including Construction Manager.

2.08.14 Maintain Risk Assessment and Management Plan.

Facilitate an additional Risk Workshop, further develop the Risk Registry, and identify Risk Mitigation measures associated with the work. Risk Workshop will include one, four-hour virtual meeting and one additional one-hour follow up virtual meeting. Further develop Risk Registry and identify Risk Mitigation. Distribution of the information resulting from the Risk Workshop will be distributed to all attendees. This task assumes work by (7) PMT staff

2.08.15 Program Management Plan.

Maintain the program management plan to assign tasks to be accomplished by appropriate PMT staff. Program task managers will be responsible, in future tasks, for the coordination of all Services required to plan, design, and construct the projects in accordance with the budgeted tasks and overall schedule. These Services will be required across a wide range of disciplines and specialized areas of expertise. This task assumes work by (7) PMT staff.

2.08.16 Maintain Project Charter and AIM Development Project Life Cycle Process.

Maintain updates to the project charter and project definition, which clearly state the scope, objectives, and project sponsors and key stakeholders on the project. Adjust preliminary delineation of roles and responsibilities, outlining the project's strategic goals, and the key stakeholders and level of engagement necessary. This task will include the preparation of presentations to DEN Leadership, Stakeholders and DEN Sponsors. This task also includes preparation of required Tollgate presentations, DEN Executive Team Powerpoint presentations, or other requirements per DEN AIM Development Project Life Cycle process. This task assumes work by (4) PMT staff. Assumes one-week per month of effort by total PMT staff to support DEN on various tasks.

Deliverables

- Weekly coordination meeting organization, agenda, attendance log and meeting notes for each meeting.
- Updated Program overall organizational structure, contact information, and communication plan.
- Design and program progress reports.
- Ongoing Regular Stakeholder meeting organization, agenda, attendance log and meeting notes for each meeting.
- Government agency meeting organization, agenda, attendance log and meeting notes for each meeting.
- Airspace Review comments.
- Updated Reporting on QA Plan, Project Charter and Risk Matrix.
- Updated Exhibits and reporting on the descriptions and logic for the overall phasing and logistics.
- Continued Grant Application eligibility assessment
- · Updated Design Standards and Specifications
- Updated Risk Assessment and Management Plan
- Updated Project Management Plan

2.09 Program Controls Activities

2.09.1 Program Wide Contract Administration, Budget Accounting and Financial Management

Implement established processes and procedures for project contract, budgeting, accounting, and financial management information gathering and reporting in compliance with DEN PMO standards and procedures and requirements of other City departments and other DEN divisions, including DEN Finance. Task assumes work by (2) PMT Controls team members along with the following duties:

- Develop systems and procedures for control functions at onset of the project to facilitate the project monitoring processes.
- Coordinate with client and PMT leaders on project control documents and program support.
- Confirm policies and procedures and reporting systems are fully developed and implemented.
- Manage, revise, and maintain status of the detailed project cost estimate/forecast to
 include all phases and project execution from design/engineering, material/equipment
 procurement and deliveries, and construction contracts through start-up activities to closeout.
- Manages the coordination of PMT project controls and DEN project controls to develop, implement, and maintain valuable program databases and deliverables.
- Coordinate and provide leadership to establish and maintain data coding structures, project control tools, and quality data for budgets, contracts, change orders, trends and actual costs.
- Monitor project schedules and project costs, through DEN Document Control systems and software.
- Development, implement, monitor, and maintain management reporting to produce valuable program controls reports and data to Stakeholders.
- Coach, mentor, and develop team by providing oversight, training, direction, and performance feedback in accordance with organizational policies and procedures
- 2.09.2 Document Control System Development and Implementation

Assist DEN PMO to develop the Unifier documentation repository file structure based on project scope. Implement AIM Development Document Control processes and procedures and communicate to all team members as appropriate. Capture and store all Pre-Environmental Stage documentation. Task shares work between (3) controls team members along with the following tasks:

- Collects, maintains, and distributes all documents necessary to confirm conformance to program requirements.
- Develops and maintains a filing system and computer database for all documents to be retained in the document control center.
- Manages the operation of the document control center to confirm that all users have the latest revision of appropriate documentation in a timely manner and appropriate levels of access.
- Collect and maintain files of the latest revision level documentation necessary to define product configuration and control manufacturing processes.
- Timely distribution of latest revision level documentation to all appropriate users and confirm that obsolete documentation is removed from distribution.
- Maintain a computer database of all filed documentation that confirms fast retrieval of documents.
- Support DEN Contract Management staff with the following tasks:
 - Review contractual documents to confirm adherence to government specifications and requirements, and conformance to master agreements.
 - Manage project insurance requirements and certifications of insurance (COI) for all firms and vendors.
 - Regularly review contract terms and performance to provide recommendations regarding the necessity for amendments or extensions.
 - Identify critical issues and communicate in a timely manner.
 - Identify escalating contract issues (e.g. pricing, payment terms, etc.)

2.09.3 Master Program Schedule Management

Maintain Master project schedule, revising as schedule activity details are refined and better defined. Task assumes work by (2) PMT Controls staff and (3) PMT certified Primavera Scheduler staff.

2.09.4 Cost and Budget Management

Update preliminary cost estimates and budgets for each project WBS activity.

Information Gathering Session/ Site Visit: Provide One site visit for the purpose of gathering project info

- Meeting with key project stakeholders to discuss project scope and current design intent.
- NTE Three-day onsite meeting at DEN for key estimating team personnel.

Provide One updated Programmatic Order of Magnitude construction cost estimate, based on preliminary design information provided by Design team and PMT for two runway alternatives (scalable up to six runway alternates). Project Scope to be estimated include:

- Grading, paving and utilities, airfield lighting, signage, surface roads or other site related costs associated with new runway construction.
- A la carte Optional cost for a new ATCT
- A la carte Optional cost for a new ARFF
- A la carte Optional cost for Bridges
- A la carte Optional cost for Tunnels and Landside facility relocation
- A la carte Optional cost for Deicing Pads
- All elements (if required) to be estimated concurrently and submitted under one estimate report.

 Estimating team would consist of one (1) PMT Estimating Lead and up to (4) PMT estimators depending upon scope selected.

Provide One updated Schematic Design construction cost estimate, based on preliminary design information provided by program designers and PMT Team for two runway alternatives (scalable up to six runway alternates). Project Scope to be estimated include:

- Grading, paving and utilities, airfield lighting, signage, surface roads or other site related costs associated with new runway construction.
- A la carte Optional cost for a new ATCT.
- · A la carte Optional cost for a new ARFF.
- A la carte Optional cost for Bridges.
- A la carte Optional cost for Tunnels and Landside facility relocation.
- A la carte Optional cost for Deicing Pads.
- All elements (if required) to be estimated concurrently and submitted under one estimate report.
- Attend one, one day brief meeting Via Video Conference for estimating team to review SD
 estimate results.
- Estimating team would consist of one (1) PMT Estimating Lead and up to four (4) PMT estimators depending upon scope selected.

Provide Two (2) Design Development construction cost estimates based on preliminary design information provided by Design team and PMT for two (2) runway alternatives. This includes: (a) One Concept Design submission Cost Estimate and (b) One Preliminary Design Submission Cost Estimate. Project Scope to be estimated include:

- Grading, paving and utilities, airfield lighting, signage, surface roads or other site related costs associated with new runway construction.
- A la carte Optional cost for a new ATCT.
- A la carte Optional cost for a new ARFF.
- A la carte Optional cost for Bridges.
- A la carte Optional cost for Tunnels and Landside facility relocation.
- A la carte Optional cost for Deicing Pads.
- All elements (if required) to be estimated concurrently and submitted under one estimate report.
- Attend <u>one</u>, one day out brief meeting Via Video Conference for estimating team at the conclusion of the Preliminary Design Estimate to review the estimate results.

This task includes work for (2) PMT Controls staff, (1) PMT Estimating Lead and up to (3) PMT Estimating Support Personnel (Scope Dependent).

2.09.5 Maintain Cost and Schedule Key Performance Indicators (KPI)

In coordination with DEN's PMO, develop and agree upon KPIs to measure and report on project cost and schedule performance, or any other metrics required by DEN. This task includes work by (2) PMT Controls team members.

2.09.6 Program Reporting

Prepare weekly status reports of schedule and cost performance as well as monthly reports for other stakeholders in accordance with DEN's procedures, requirements, and recommendations. Cost and schedule analytics will be updated regularly to real time dashboard to share with DEN PMO and other stakeholders. Project reporting will be one form of communication as well as a tool to forecast, mitigate risks, monitor budgets and schedules and overall project health. Task shares work between (3) PMT Controls staff. Functions include:

- Design project data reporting tools.
- Track and analyze project costs including budgets, commitments, actuals, accruals and forecasts.

- Produce forecasts of total project costs, annual costs and monthly cash flow costs and provide variance analysis.
- Develop custom project intelligence reports to track schedule and budget.
- Deliver reports that are easy to understand, identify areas for improvement, help optimize project performance, support internal controls, and codify high leverage performance metrics for Stakeholders.
- This task includes work by (2) PMT Controls team members and (1) PMT Scheduling team member.

2.09.7 Program Management Software Management

Prepared a list of anticipated hardware and software needs for Project Management Consultant users for the duration of the project. According to DEN protocols and security standards, and with any necessary approvals from DEN, including its IT division, purchase and install needed computer hardware, software, and internet connections. A detailed list of these items, along with associated cost will be provided to the DEN Principal Program Manager for approval in accordance with Contract. Task assumes work by (1) PMT Controls team member.

2.09.8 Program Management Training Support

Manage training logistics including scheduling training, delivering training, and arranging for training rooms to confirm all PMT team members are familiar and able to utilize DEN software programs as well as other internal software that may be needed. Individual will obtain training from DEN to train other PMT personnel. Task assumes work by (2) PMT Controls team members and training for up to (8) additional PMT staff.

2.09.9 Administrative Support

Provides general administrative support to PMT. Administrative functions include maintaining calendars, scheduling meetings, making travel arrangements, handling correspondence, distributing mail, filing, and performing other duties to support the manager and department as needed. Task assumes two-days per week of effort for the entire duration of this task and shared by (3) PMT Controls staff. Other duties include:

- · Maintain program calendars
- Schedule meetings
- Verify Advanced Travel Authorization Forms and route for approval
- Assemble agenda, attend meetings, take notes, prepare minutes for:
 - Coordination Meetings
 - Stakeholder Meetings
 - Other meetings, as required
- Assist in the planning and overseeing significant events
- Reserve equipment and conference rooms for presentations and in-office meetings
- Coordinate training and orientation for new PMT members
- Order office supplies
- Procure equipment and desk set up for new PMT members

2.09.10 Contracts Management

~ Task Deleted ~

2.09.11 Integration of Program Schedule with DEN PMIS

Following guidance from DEN PMO, integrate WBS and Schedule to be uploaded into DEN overall Program Management Schedule. On a periodic basis, as the project schedule is revised, upload it to DEN's Program Management Schedule. Task assumes work by (2) scheduling team members.

Deliverables

- Updates to Master project WBS
- Updates to Project Schedule
- Updates to Cost Reporting
- Updates to Contract Reporting
- Updates to Program Dashboard and Metrics

2.10 Public Information Outreach Activities

During this phase, stakeholder engagement will primarily be the responsibility of the Environmental Team. PMT will continue to support DEN with outreach about the overall scope and need for the project. Tasks under 2.10 are anticipated to require full time involvement of one and one-half PMT communications staff.

2.10.1 Public Information Planning

Review and update the Public Information Plan developed in Task 200A. Maintain stakeholders lists developed in Task 200A and continue coordination with internal DEN staff and FAA as requested. This task includes work for (3) PMT communications team members.

2.10.2 Project Meetings and Coordination

Throughout this phase, will keep in close contact with DEN staff, internal and external stakeholders, to provide updates about the project. This may mean regular meetings with Global Communications and Marketing and/or Government Affairs. Attend weekly PMT meetings. Continue coordination with the Environmental Team to confirm continuity of messaging. This task includes weekly meetings for the duration of Task 200B for (3) PMT communications team members that average five-hours of effort per week for actual meetings and follow up coordination.

2.10.3 Update Foundational Project Collateral

During this phase, will continue to maintain and distribute overall project scope and need messages on the platforms developed in Task 200A. Coordinate with the Environmental Team to coordinate key messages, milestones and timelines related to the EA process. This task includes work for (3) PMT communications team members.

Collateral	Update Timeframe
Key message document	Review Quarterly
Website	Review Quarterly
Fact Sheet (public-facing)	Quarterly
FAQ (public-facing)	Quarterly
Speakers Bureau	Twice yearly

Coordinate with the EA Team to continue the DEN speaker's bureau. Work closely with DEN to plan and implement these bi-annual meetings to keep key DEN stakeholders updated on this project.

2.10.4 Public Meeting Support for EA Team

As part of PMT, will provide oversite and logistic support for the EA team as it coordinates and hosts public meetings defined in the chosen EA process. This could include providing overall

project scope messaging or collateral and coordinating internally with DEN staff on logistics for the meetings, as well as meeting attendance if desired by DEN staff. This task includes work for (3) PMT communications team members.

2.10.5 Media Relations

Using the key messages from the Public Information Plan, will support DEN Global Communications and Marketing staff with media engagement to create convenient, accessible, clear communications for DEN to share with media representatives. This could include drafting news releases, preparing talking points for media response or coordinating media briefings. This task includes work for (3) PMT communications team members.

2.10.6 Government Affairs

Using the key messages from the Public Information Plan, will support DEN Government Affairs in engaging elected officials and neighboring jurisdictions. This could include drafting briefing documents, preparing talking points for response to elected officials/agencies, coordinating small group or one-on-one meetings, special events, presentations, newsletter content, or coordinating elected official meetings. This task includes one PMT staff member. This task includes work for (2) PMT communications team members.

Deliverables

- Updates to Communications Plan.
- Updates to Project Website
- Newsletter articles, news releases, outreach document templates, social media posts and elected official and/or media briefing documents
- Hotline and email
- Speakers Bureau

2.11 Sustainability Activities

2.11.1 Visioning and Ideas Charrette

This task will include one (1) charrette of two (2) hours in length, to include up to approximately 40 key stakeholders from DEN, the Design Team and other disciplines identified during the Stakeholder Mapping process. (4) Sustainability PMT members will facilitate this meeting. The charrette will be used to garner ideas and input from key stakeholders to confirm the program's sustainability and resilience goals are in alignment with NEPA. Sustainability PMT members will collate responses to craft an overarching sustainability visioning statement for the program which is aligned with NEPA. This exercise will serve to inform subsequent goal-setting tasks.

2.11.2 Coordination with Environmental Team to Integrate Sustainability and Resilience Goals into NEPA

Coordinate up to three (3) meetings of two (2) hours in length with the Environmental Team to outline areas of opportunity for the integration of sustainability and resilience goals with NEPA requirements. Up to (4) Sustainability PMT members will be engaged in these discussions with asneeded involvement from one (1) subject matter expert at each meeting. The first meeting will focus on a review of the program's sustainability goals and identification of high-level opportunities to expand or enhance on the existing requirements and develop. The second meeting will focus on developing a draft guidance document with clear indications of NEPA requirements and additional sustainability and resilience goals specific to this program. The third meeting will focus on review of the draft document and finalization.

This task includes integrating the sustainability effort with NEPA and will be the first of several to identify high-level opportunities to expand on the existing requirements, develop a draft guidance document with clear indications of NEPA requirements, and additional sustainability and resilience

goals specific to this program. Approximately two-weeks of preparation and follow up time per meeting is anticipated.

2.11.3 Support of EA development to Integrate Envision, LEED and Sustainability/Resilience into Review Process to confirm Clearance is Inclusive of all Potential Components

Coordinate an in-depth effort to incorporate the program's sustainability and resilience goals alongside the EA. This will be a highly collaborative effort and involve support from up to (4) Sustainability PMT members. This task assumes up to six (6) meetings with DEN, the Design Team and additional key stakeholders, as well as two-days for research, preparation, information synthesis and follow up after each meeting.

2.11.4 Sustainability and Resilience Design Charrette at Initiation of Design

Facilitate three (2) meetings of two (2) hours in length with key stakeholders identified in the Stakeholder Mapping process, including those from DEN and all members of the Design Team. This charrette will be used to gather ideas and input about how the program design can validate economic, operational, environmental, and social priorities. (4) Sustainability PMT members will facilitate this meeting. Interactive feedback will be sought via online sticky notes and polls. Approximately two-weeks of pre-meeting preparation and research, as well as 2-weeks of feedback synthesis, and deliverable development is assumed for each meeting. Facilitation materials must be developed and communicated with participants ahead of the meetings and synthesized thereafter to inform further discussion.

2.11.5 Sustainability and Resilience Education

Facilitate a series of three (3) meetings of two (2) hours in length with the Design and Environmental teams. These meetings will provide participants with an overview of sustainability best practices and principles with a high-level overview of the Envision and LEED frameworks that will be used alongside the commitments and goals established in sub-task 2.04.5. These meetings will involve the participation of up to (3) Sustainability PMT members for preparation and follow-up, including providing meeting agendas, meeting minutes, sample materials, guidance documents, and any other resources or input deemed necessary. Each meeting anticipates approximately one week of effort per PMT Sustainability staff for each Sustainability and Resilience Educational session.

2.11.6 Discipline-Specific Meetings

Schedule individual meetings with consultants of each discipline to address sustainability implementation questions. Up to (3) Sustainability PMT members will be present for all meetings to confirm all parties are aware and confident of the role/s they play in achieving the Sustainability and Resilience Goals of the program. This task assumes up to eight (8) meetings.

2.11.7 Development of Envision Roadmap

Evaluate the new runway against each of the 64 sustainability criteria and 5 credit categories (Quality of Life, Leadership, Resource Allocation, Natural World and Climate and Resilience) in the v3 Envision rating system to develop a toolkit of priority credits and a roadmap of possible credits to be achieved. Assuming alternative runway options remain in discussion at this stage, the roadmap will be tailored based on these alternatives and will prioritize value-add measures that align with the program's goals and needs. This toolkit will be used throughout the program to track progress towards the Award Level (20% Verified, 30% Silver, 40% Gold, and 50% Platinum). (4) Sustainability PMT members will be involved in this effort, which will entail bi-weekly meetings with design and construction team members throughout the task. This task is assumed to include an effort of 2-days per month per each PMT Sustainability staff for the entire duration of the task.

Coordinate with the Institute for Sustainable Infrastructure (ISI), regarding Envision questions throughout the Envision pursuit.

2.11.8 Development of LEED Roadmaps

This program assumes two possible new vertical facilities, an Aircraft Rescue and Fire Fighting (ARFF) facility and the Air Traffic Control Tower (ATCT), which each will be evaluated against LEED but under two different rating systems – LEED for New Construction for the ARFF and

LEED Core and Shell for the ATCT.

Evaluate the assumed new Aircraft Rescue and Fire Fighting (ARFF) facility against the performance criteria and nine credit categories (Integrative Process, Location and Transportation, Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, Innovation and Regional Priority) for LEED for New Construction, to develop a toolkit of priority credits and a roadmap of possible credits to be achieved. This toolkit will be used throughout the program to assign credits to specific members of the Design Teams and track progress towards the Certification Level (40-49 points [pts] = Certified, 50-59 pts = Silver, 60-79 pts = Gold and 80+ pts = Platinum). (4) Sustainability PMT members will be involved in this effort, which will entail bi-weekly meetings with Design Team members throughout the task.

Coordinate with Green Business Certification Inc. (GBCI) regarding LEED questions throughout the LEED pursuit.

Evaluate the assumed new Air Traffic Control Tower (ATCT) against the performance criteria and nine credit categories (Integrative Process, Location and Transportation, Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, Innovation and Regional Priority) for LEED Core and Shell to develop a toolkit of priority credits and a roadmap of possible credits to be achieved. This toolkit will be used throughout the program to assign credits to specific members of the Design Team and track progress towards the Certification Level (40-49 points [pts] = Certified, 50-59 pts =Silver, 60-79 pts = Gold and 80+ pts = Platinum). Up to four (4) Sustainability PMT members will be involved in this effort, which will entail bi-weekly meetings with Design Team members throughout the task. This task is assumed to include an effort of 1.5-days per month per PMT Sustainability staff for the entire duration of the task.

Coordinate with Green Business Certification Inc. (GBCI) regarding LEED questions throughout the LEED pursuit.

2.11.9 Input into Design Report

Provide a report detailing the sustainability visioning and goal-setting process and resulting Vision, Sustainability and Resilience Goals and Implementation Framework. This information will be detailed within the Sustainability section of the wider Design Report. This task will require support from up to (4) Sustainability PMT members.

Deliverables

- Updates on Sustainability Stakeholder Mapping
- Sustainability and Resilience Charrettes
- Sustainability Education
- Envision Roadmap
- LEED Roadmap

2.12Environmental Support Activities

2.12.1 Coordinate Submittals and Correspondence with Environmental Team

Assist DEN with collection, compilation, management, transfer, and storage of documents related to the EA process.

Attend weekly meetings with DEN, the Environmental team, and others to discuss project status, project issues that may affect the schedule, and status of remaining tasks; meetings will be held primarily via telephone or video conference call for approximately twelve (12) months, however, it is expected that up to four (4) in-person meetings will be required; two people will attend each meeting.

Additionally, support DEN by providing PMT oversight of the EA team throughout the EA process. Monitor adherence to the EA team's work scope, budget, and the EA project schedule from prescoping through completion of the EA/FONSI/ROD. Review, comment, and coordinate EA administrative documents and processes (e.g., project instruction manual, SharePoint coordination, etc.). Review and comment on EA meeting materials; attend EA project meetings; review and comment on EA meeting documentation; coordinate with DEN and the EA project manager as needed; and report EA progress status at bi-weekly PMT meetings with DEN.

Review agendas, meeting materials, and meeting notes prepared by the Environmental team. Work for (2) PMT Environmental staff will be required is required for this subtask.

2.12.2 Monitor Government to Government Consultation

Review draft documentation developed by the Environmental team, such as a project description and figures, to be included with consultation letters from the FAA to potentially affected Tribes and Nations.

Work for (2) PMT Environmental staff will be required is required for this subtask.

2.12.3 Review Pre-Draft EA Chapters and Appendices

Assist DEN with review and comment on draft materials related to the statement of need for the project; review two (2) iterations of the draft Purpose and Need chapter and supporting documents/appendices.

Assist DEN with review and comment on draft materials related to the alternatives; includes two (2) iterations of the draft Alternatives chapter and supporting documents/appendices.

Assist DEN with review and comment on the EA scoping documents including the scoping plan, meeting materials, and the scoping report; attend all agency and public scoping meetings; includes virtual participation in up to four (4) coordination meetings and in-person attendance at four (4) public meetings and one (1) agency meeting.

Assist DEN with review and comment on draft materials related to the affected environment; includes two (2) iterations of the draft Affected Environment chapter and supporting documents/appendices.

Assist DEN with review and comment on draft materials related to the environmental consequences and mitigation measures; includes two (2) iterations of the draft Environmental Consequences chapter and supporting documents/appendices.

Work for (2) PMT Environmental staff will be required is required for this subtask.

2.12.4 Review Draft EA Documents

Assist DEN with review and comment on the Pre-Draft EA document (released for internal/administrative review); includes two (2) iterations.

Work for (2) PMT Environmental staff will be required is required for this subtask.

2.12.5 Review Final EA Documents

Assist DEN and the Environmental team with the response to agency and public comments on the Final Draft EA.

Assist DEN with review and comment on the Pre-Final EA document (released for internal/administrative review); includes two (2) draft iterations.

Work for (2) PMT Environmental staff will be required is required for this subtask.

2.12.6 Assist on Finding of No Significant Impact (FONSI)

Assist DEN and the Environmental team with FAA inquiries and/or requests for administrative information or technical support related to the EA documents and development of the FONSI.

Work for (2) PMT Environmental staff will be required is required for this subtask.

Deliverables

- Review Comments on Pre-Draft EA Document
- Review Comments on Final EA Document

2.13DBE Outreach Compliance

2.13.1 Monitoring

Continue to manage and monitor activities to confirm DBE compliance requirements are achieved. Conduct several assessments during the duration of the Project, including the following:

- Gather utilization data required from subconsultants' Summary Reporting Form
- Conduct/attend DEN DBE compliance meetings (to review current compliance status and deficiencies (if any). If there are deficiencies, provide recommendations for improvement and/or corrective action. The DBE Compliance meetings include, but are not limited to:
 - Monthly DEN/DSBO and PMT Compliance Team
 - Monitor subcontracts to confirm compliance
 - Review any changes to scope (particularly reductions)
 - Monitor prompt payment
 - Monitor lower tier DBE subconsultants and suppliers
 - Monitor program projections to confirm "burn rate" of DBEs is on track for goal achievement
- Work for (1) PMT DBE Outreach and Compliance staff is required is required for this subtask.

2.13.2 Goal Recovery and Future Projection

Tracking and reporting DBE goals, our team will:

- Develop and maintain a master DBE database for tracking and reporting purposes
- Review DBE Utilization documents for compliance and submitted to DSBO, such as:
 - Monthly Summary Report Form
 - Monthly payment affidavit
 - Letters of Intent
 - Subcontracts
 - Communication Log
 - Schedule of Work
- Monitor contracts and related documents for compliance with DBE goal achievement.
- Track and review all contract modifications, change orders, or amendments (by task order) that impact contract value. Confirm that increases in contract value are passed on to DBE contracts (where feasible).
- Monitor DBE goal achievements of DBEs.

- Issue non-compliance notices and recommendations for improvement or corrective action.
- Monitor and document actions taken by non-compliant subconsultants to correct deficiencies.
- Work for (1) PMT DBE Outreach and Compliance staff is required is required for this subtask.

Deliverables

- DBE Compliance Reporting
- B2G Reporting

2.14Project Management.

This task includes AECOM project maintenance, collection and processing of subconsultant invoices, project reviews, invoicing DEN including progress reports, and administration of task orders to subconsultants. DEN will be billed on monthly intervals. Effort by (2) PMT staff includes two days per month for the above activities.

<u>Task 200C – Pre-Design (EIS - if needed) (approximately October 2023 through approximately September 2025 – two years)</u>

The FAA may determine during the Environmental Review Process the need for the preparation of an Environmental Impact Statement (EIS). If required, this task may commence on or before October 2023. It is understood that a minimum of two and (up to) six alternatives (plus, a no-build option) will be studied. For an EIS, the FAA will manage the Environmental team in accordance with the MOU between DEN and the FAA, which PMT will assist as required.

If it is determined that the program requires an EIS, the Design team (as an AIa carte Option) be directed to complete, up to preliminary design level (approximately 30%) complete, the design of two runway alternatives under this task.

This task will be performed quarterly, with in-person meetings quarterly.

2.15Program Management, Design Oversight and Administration

- 2.15.1 Weekly Coordination Meetings Agenda, Attendance, and Minutes
- 2.15.2 Ongoing/Regular Stakeholder Coordination Meetings Agenda, Attendance, and Minutes
- 2.15.3 Maintain and Monitor Quality Assurance Plan
- 2.15.4 Maintain and Adjust Overall Phasing and Logistics Plan
- 2.15.5 Identify Funding Sources and Assist/Manage Grant Applications
- 2.15.6 Maintain Design Criteria Manual
- 2.15.7 Provide PFC Assistance ← TASK TO BE DELETED
- 2.15.8 Provide FAA, CDOT, TSA, etc. Coordination
- 2.15.9 Develop Draft Reimbursable Agreement and FAA/Airport Scope of Work Document
- 2.15.10 Develop Power Connectivity and Needs Assessment Plan
- 2.15.11 Provide Airspace Review and Analysis
- 2.15.12 Design Management Design preliminary design up to approximately 30% complete)
- 2.15.13 Facilitate Project Delivery Charette for Alternative Delivery
- 2.15.14 Maintain Risk Assessment and Management Plan

2.16Program Controls Activities

- 2.16.1 Program Wide Contract, Budget Accounting and Financial Management
- 2.16.2 Document Control Management
- 2.16.3 Master Program Schedule Management
- 2.16.4 Cost and Budget Management
- 2.16.5 Maintain Cost and Schedule Key Performance Indicators (KPI)
- 2.16.6 Program Reporting
- 2.16.7 Program Management Software Management
- 2.16.8 Program Management Training Support
- 2.16.9 Administrative Support
- 2.16.10 Contracts Management *←TASK TO BE DELETED*
- 2.16.11 Integration of Program Schedule with DEN PMIS

2.17 Public Information Outreach Activities

- 2.17.1 Public Information Planning
- 2.17.2 Project Meetings and Coordination
- 2.17.3 Update Foundational Project Collateral
- 2.17.4 Supporting DEN with Media Relations
- 2.17.5 Supporting DEN with Government Affairs

2.18 Sustainability Activities

- 2.18.1 Coordination with Environmental Team to Integrate Sustainability and Resilience Goals into NEPA
- 2.18.2 Support of EIS development to Integrate Envision and Sustainability/Resilience into Review Process to confirm Clearance is Inclusive of all Potential Components
- 2.18.3 Sustainable and Resilience Design Charrette at Initiation of Design
- 2.18.4 Sustainability and Resilience Education
- 2.18.5 Discipline-Specific Meetings
- 2.18.6 Development of Envision Roadmap (as well as LEED)
- 2.18.7 Input into Design Report

2.19Environmental Support Activities

- 2.19.1 Coordinate Submittals and Correspondence with Environmental Team
- 2.19.2 Monitor Government to Government Consultation
- 2.19.3 Review Pre-Draft EIS Chapters and Appendices
- 2.19.4 Review Draft EIS Documents
- 2.19.5 Review Final EIS Documents
- 2.19.6 Assist on Record of Decision (ROD)

2.20 Outreach Compliance

- 2.20.1 Monitoring
- 2.20.2 Goal Recovery and Future Projection
- 2.21 Project Management.

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Task 300 - Design Program Management Services

This task specific activities required by the Program Management Team to a) maintain the development of the DEN Future Runway Program and b) effectively manage the Design Team. These activities are anticipated to commence once a FONSI or ROD is received, and the preferred alternative is identified. (late-2023 through approximately late-2024, considering that the environmental process is approved via EA.)

3.01Program Management, Design Oversight and Administration

J	g,g
3.01.1	Kickoff Meeting
3.01.2	Weekly Coordination Meetings - Agenda, Attendance, and Minutes
3.01.3	Ongoing/Regular Stakeholder Coordination Meetings - Agenda, Attendance, and Minutes
3.01.4	Monitor Quality Assurance Plan
3.01.5	Update Overall Phasing and Logistics Plan
3.01.6	Identify Funding Sources and Assist/Manage Grant Applications
3.01.7	Maintain Design Criteria Manual
3.01.8	Provide PFC Assistance ← TASK TO BE DELETED
3.01.9	Provide FAA, CDOT, TSA, etc. Coordination
3.01.10	Provide NAVAIDS Analysis and Review
3.01.11	Provide Airspace Review and Analysis
3.01.12	Assist in General and Supplemental Conditions Specs
3.01.13	Oversight and Management of Design Team
3.01.14	Project site visit coordination
3.01.15	Design Management and Reviews (60%, 90%, 100%, IFB)

- 3.01.16 Review and Validate CSPP
- 3.01.17 Review, Validate and Coordinate 7460, 7480, etc.
- 3.01.18 Review, Validate Permitting Process with DEN
- 3.01.19 Provide and Facilitate Value Engineering Charettes
- 3.01.20 Develop and Execute DEN AIM Development Project Lifecycle process (PMP, Project Charter, Tollgate Presentations, Updated Business Cases, DEN Exe PowerPoints, etc.)
- 3.01.21 Coordinate ALP and Airport Master Record (by Design)
- 3.01.22 Coordinate FAA LOB for Chart Updates, Airspace Analysis, Reimbursable Agreements
- 3.01.23 Provide Code Compliance Review
- 3.01.24 FAA Reporting (EDR, CSPP, etc.)
- 3.01.25 Safety Risk Management Coordination and Assistance (others to Facilitate)
- 3.01.26 Prepare Technical Requirements for Alternative Delivery
- 3.01.27 Assist DEN Real Estate with Land Acquisition (if needed)
- 3.01.28 Maintain Risk Assessment and Management Plan

3.02Program Controls Activities

- 3.02.1 Program Wide Contract, Budget Accounting and Financial Management
- 3.02.2 Document Control Development and Implementation
- 3.02.3 Master Program Schedule Development and Management
- 3.02.4 Cost and Budget Development and Management
- 3.02.5 Review and Comment on Design Team Cost Estimates
- 3.02.6 Review and Comment on Design Team Schedules
- 3.02.7 Maintain Cost and Schedule Key Performance Indicators (KPI)
- 3.02.8 Program Reporting
- 3.02.9 Change Order Reviews
- 3.02.10 Change Negotiation Support
- 3.02.11 Program Management Software Implementation
- 3.02.12 Program Management Training Support
- 3.02.13 Administrative Support
- 3.02.14 Contracts Management ← Task to be Deleted
- 3.02.15 Integration of Program Schedule with DEN PMIS

3.03Public Information Outreach Activities

- 3.03.1 Public Information Planning
- 3.03.2 Project Meetings
- 3.03.3 Continue to update project collateral, which may include:

- 3.03.4 Public Meetings/Speakers Bureau
- 3.03.5 Support DEN with Media Relations
- 3.03.6 Support DEN with Government Affairs

3.04 Sustainability Activities

- 3.04.1 Sustainable and Resilience Design Charrette #2 for Selected Alternative
- 3.04.2 Sustainability and Resilience Education
- 3.04.3 Discipline-Specific Meetings
- 3.04.4 Tracking of Envision Roadmap (as well as LEED)
- 3.04.5 Identification of Recommendations for Selected Alternative (coordination with Design Team)
- 3.04.6 Input into Design Report Updates
- 3.04.7 Pursuit of Envision Verification including Credit Submittals
- 3.04.8 LEED Administration

3.05 Environmental Mitigation and Compliance

3.05.1 Monitoring and Reporting

3.06 Outreach Compliance

- 3.06.1 Monitoring
- 3.06.2 Goal Recovery and Future Projection
- 3.07 Project Management
- 3.08 Maintain PMT Office and Vehicles throughout Design Phase Services

Task 400 - Procurement Program Management Services

This task specific activities required by the Program Management Team includes the study of various construction procurement strategies for the project, including delivery methods as well as packaging. The initial intent is to retain a Construction Manager At-Risk (CMAR), however other alternative delivery methods will be reviewed and considered. Multiple workshops will be held with DEN to discuss and determine which of these strategies will be implemented. For purposes of this proposal, one CMAR procurement is included under this task. This task will begin during Task 200 timeline and is likely to extend into Phase II of the program. Following the EA process this task includes initiation by early-2023. This task includes the development of procurement documents that are well coordinated with the City of Denver and the FAA. Various PMT staff will be included under this scope of services, depending on which runway is selected and what scope of services is needed. This task develops the actual RFP for the CMAR procurement through the selection.

4.01 Coordinate Procurement for CMAR delivery.

Develop contract technical requirements including preparation of RFP for CMAR delivery procurement with the anticipation of a maximum of one (1) CMAR contract. The CMAR contract will contain various trade packages. Coordinate with DEN Business Management Services for procurement of the construction contract. PMT will assist and coordinate with Design consultant in preparing and providing all technical requirements, specifications, design contract documents, scope of services, or any other information necessary for the advertising and securing RFQ or RFP proposals for the intent of awarding a contract to construct the Future Runway and Facilities as required.

The procurement of the CMAR will follow requirements of the FAA AC 150/5100-14E - *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, which includes a two-step process for such selection.

This task requires the effort of (5) PMT staff and (3) PMT Controls staff with an average effort of 2.5 days of effort per month over the duration of one-year.

4.02 Facilitate Pre-Bid and/or Pre-Proposal Conferences.

PMT will prepare, attend, and make a technical presentation at pre-bid or pre-proposal conferences. PMT will also organize and attend any required site visits to DEN for the purpose of CMAR proposal.

- Meetings Agenda, Attendance, and Minutes. PMT will compile and provide a list of comments and
 questions as well as an agenda for the meeting. PMT will also provide meeting minutes for DEN to
 review following the meeting and distribute the meeting minutes to attendees.
- Technical Presentations. PMT will facilitate technical presentations to help explain the project goals and scope requirements. This includes answering technical questions.
- (4) PMT staff and (1) PMT Administrative Controls staff are anticipate to participate on this staff at an average of one-week per staff member.

4.03 Coordinate and Respond to Information Requests during Bidding.

PMT will Respond to formal questions that may arise during the bidding or proposal period. Issue all required addenda to revise plans, specifications, and other contract documents as necessary.

This task requires the effort of (4) PMT staff, (1) PMT Controls staff, and (1) PMT Schedule Manager is anticipated to participate on this task with an average of one-week of effort during the bidding period for each staff member.

4.04 Coordinate Necessary Addenda.

PMT will coordinate updates to the request for proposal and/or qualification, as well as Plans, specifications, and Technical Requirements.

This task requires the effort of (4) PMT staff, (1) PMT Controls staff, and (1) PMT certified Primavera Scheduler, which anticipates 3-days of effort for each staff during the bidding period.

4.05 Attend and Facilitate Bid Openings.

PMT will attend bid opening, if applicable, and assist DEN Business Management Services with collecting/copy all bids for a formal review.

This task requires the effort of (4) PMT staff and (1) PMT Controls staff, which anticipates 3-days of effort for each staff during the bidding period.

- 4.06 Review all Bids and Proposals for Responsiveness and Completeness.
- 4.07 PMT will perform full proposal/bid review and provide comments per FAA standards and procedures. Attend and participate in RFQ or RFP proposal interviews for selection of Contractor(s).

This task requires the effort of (5) PMT staff and (1) PMT DBE Compliance staff.

4.08 Attend and Participate in RFQ/RFP Construction Interviews.

PMT will prepare for and attend CMAR interviews, if requested by DEN. PMT will provide list of questions for such interviews, provide technical evaluations of the CMAR.

This task requires the effort of (3) PMT staff for one-week of effort during the bidding period and the assistance of (2) additional PMT staff members at one-day each.

4.09 Prepare and Submit Final Recommendation of Award(s).

PMT will prepare and submit final Recommendation for Award of the contract(s) after all reviews have been completed, comments received and concurrence from all parties are received.

This task requires the effort of (3) PMT staff for three-days to complete the effort and includes (2) additional PMT staff members at one-day each.

4.10 Mobilize PMT Office

Complete space planning, location research, permitting, and all other required services to mobilize a PMT on-site office. This task also includes the initial rent, utilities connections, furniture, computers, and other stocking of normal office supplies for a complete and efficient office space. It is anticipated that on-site staffing of the PMT office will begin with Task 300 (Phase 2) of the program. This task includes manhours required, plus initial rental and/or expenses associates with the mobilization of the office.

This task requires the effort of (2) PMT staff and (3) PMT Controls staff that averages approximately 11-days each to complete the effort under this task.

Deliverables

- RFP Advertisement and General Conditions for CMAR Solicitation
- Pre-Bid Conference Materials
- Bid/Proposal Review Memorandum
- Final Award Recommendation Letter
- Mobilize PMT Office

Task 500 - Construction Program Management Services

Provide Construction Management, Inspection, Materials Testing and Commissioning services to DEN. Manage the Design team to provide ongoing assistance with respect to the construction effort. Coordinate with the CMAR, other alternative delivery methods may be selected for this. Multiple procurements may be warranted under this task, depending on the selected method of construction delivery. For purposes of this proposal, three (3) major bid packages are anticipated, and six (6) additional trades trade packages will be procured by the CMAR. The anticipated construction schedule is identified as to be 17-quarters, per the schedule on page 2 of this proposal. (This schedule assumed starting construction in early-2024 and may extending to the 1st quarter of 2028 and is dependent on the environmental clearance, runway selection, and project delivery method.)

A PMT office will be established for this Task. Key Staff and Full Time Support Staff will be On-Site.

5.01 Program Construction Management, Design Oversight and Administration

- 5.01.1 Attend and Facilitate Pre-Construction Conference Agenda, Attendance, and Minutes
- 5.01.2 Overall Construction Management to FAA, CDOT, other regulatory requirements
- 5.01.3 Weekly Construction Meetings Agenda, Attendance, and Minutes
- 5.01.4 Review Monthly Contractor Pay Applications
- 5.01.5 Review and Validate Contractor Change Documents and Project Quantities
- 5.01.6 Ongoing/Regular Stakeholder Coordination Meetings Agenda, Attendance, and Minutes
- 5.01.7 Maintain and Monitor Quality Assurance Plan
- 5.01.8 Implement and Maintain Safety Program
- 5.01.9 Maintain and Adjust Overall Phasing and Logistics Plan
- 5.01.10 Identify Funding Sources and Assist/Manage Grant Applications
- 5.01.11 Provide PFC Assistance ←TASK TO BE DELETED
- 5.01.12 Provide FAA, CDOT, TSA, etc. Coordination
- 5.01.13 Construction Administration Management (Design Team)
- 5.01.14 Review and Approve Laboratory, Mill Test, and Performance Tests
- 5.01.15 Coordinate FAA LOB for FAA Installed Equipment (Runway, ARFF, ATCT)
- 5.01.16 FAA Progress Reporting (weekly and monthly reports and testing summaries)
- 5.01.17 Assist with Contractors and Subcontractors Claims Resolution
- 5.01.18 Coordinate and Issue Recommendation for Substantial Completion and Final Construction
- 5.01.19 Prepare As-Built Drawings (CAD)
- 5.01.20 Perform BIM Documentation
- 5.01.21 Project site visits
- 5.01.22 Maintain Risk Assessment and Management Plan

5.02 Construction Materials Testing - QA

- 5.02.1 Base Project: Runway, Parallel TW, High Speeds, Connectors
- 5.02.2 Alt 1: Additional Parallel TW and High-Speed Exits
- 5.02.3 Alt 2: Airfield Bridges
- 5.02.4 Alt 3: New De-Ice Pad and Facilities
- 5.02.5 Alt 5: Tunnel
- 5.02.6 Alt 6: Surface Roads (Jackson Gap and Trussville Re-alignment)
- 5.02.7 Alt 7: New Airfield Lighting Vault
- 5.02.8 Alt 8: New Supplemental Air Traffic Control Tower
- 5.02.9 Alt 9: Taxiway Lima
- 5.02.10 Alt 11: Relocation of South Campus
- 5.02.11 Provide QA Laboratory

5.03 Quality Assurance Survey - QA

- 5.03.1 Field Topographical QA Survey
- 5.03.2 Drone/Aircraft LiDAR Survey
- 5.03.3 Office Support and Resolution

5.04 Construction Inspection Services

- 5.04.1 Base Project: Runway, Parallel TW, High Speeds, Connectors
- 5.04.2 Alt 1: Additional Parallel TW and High-Speed Exits
- 5.04.3 Alt 2: Airfield Bridges
- 5.04.4 Alt 3: New De-Ice Pad and Facilities
- 5.04.5 Alt 5: Tunnel

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	5.04.6	Alt 6: Surface Roads (Jackson Gap and Trussville Re-alignment)
	5.04.7	Alt 7: New Airfield Lighting Vault
		Alt 8: New Supplemental Air Traffic Control Tower
		Alt 9: Taxiway Lima
	5.04.10	Alt 11: Relocation of South Campus
5.05	-	m Controls Activities
	5.05.1	Program Wide Contract, Budget Accounting and Financial Management
	5.05.2	Document Control Management
	5.05.3	Master Program Schedule Management
	5.05.4	Cost and Schedule Management
	5.05.5	Maintain Cost and Schedule Key Performance Indicators (KPI)
	5.05.6	Program Reporting
	5.05.7	I I
	5.05.8	
	5.05.9	
		Contractor Recovery Schedule Review and Support (if needed)
		Time Impact Analysis
		Program Management Software Management
		Construction Document Control Management (Submittals, RFIs, etc.)
		Review Contractor Monthly Schedule and Pay Requests
		Program Management Training Support
		Administrative Support
	5.05.17	Contracts Management
5.06	S Public	Information Outreach Activities
	5.06.1	Public Information Planning
	5.06.2	Project Meetings
	5.06.3	Internal DEN Stakeholder meetings
	5.06.4	Update Stakeholder list
	5.06.5	Develop branding/visual identity for project
	5.06.6	Events
	5.06.7	Continue to update project collateral, which may include:
	5.06.8	Public Meetings/Speakers Bureau
	5.06.9	
		Support DEN with Government Affairs
	5.06.11	Hotline and/or project email development and monitoring
5.07	7 Susta	inability Activities
	5.07.1	·
	5.07.2	•
	5.07.3	Tracking of Sustainability and Resilience Measures during Construction
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5.08 Environmental Mitigation Compliance

5.08.1 Monitoring and Reporting

5.09 Outreach Compliance

- 5.09.1 Program Implementation
- 5.09.2 Monitoring
- 5.09.3 Goal Recovery and Future Projection

5.10 Project Management

Task 600 - Runway Commissioning and Project Closeout

This task is intended to provide all services to DEN toward the commissioning and closeout of the program. A PMT office will be established for this Task. Key Staff and Full Time Support Staff will be On-Site.

- 6.01 Secure all Final Construction Documentation and Approve all Final Invoices
- 6.02 Secure all Final Design Team Documentation and Approve all Final Invoices
- 6.03 Secure all Spare Parts, Maintenance Schedules, and Operation Manuals and Warranties
- 6.04 Address all Part 139 Certification Requirements with FAA Certification Inspector
- 6.05 Assist and Coordinate all Final Inspections
- 6.06 Assist and Coordinate the 3rd Party Certification for ENVISION
- 6.07 Completion of Post-Construction Submittals for Envision (and LEED)
- 6.08 Development of Case Study and Debrief on Opportunities for Improvement (Lessons Learned)
- 6.09 Recommendations for future projects based on program achievements
- 6.10 Review and Verify Record Drawings
- 6.11 Prepare all Summary Reports for Materials, Testing, Changes
- 6.12 Perform all Project Specific Reports, incl. FAA Final Report
- 6.13 Coordinate and Witness all Flight Checks and Testing as performed by the FAA.
- 6.14 Review Final Claims and/or Cost Issues
- 6.15 Final Cost Settlement Support
- 6.16 Demobilize Program Office
- 6.17 Transmit / Upload all Documentation

Task 700 - Economic Benefit Study

The purpose of this task is to perform a study and analysis for DEN quantifying the economic benefits that result from the additions of a 7th and possibly 8th runway to the airport complex. The study may require identification of economic benefits specific to each of the surrounding communities in additional to DEN. The study is anticipated to be complete within eight-months from notice to proceed and include the tasks below:

7.01 Kickoff and Previous Studies Review

Economics/Advisory Lead will prepare for and attend one (1) virtual kick-off meeting (via Teams) to establish logistics, deadlines, stakeholders & steering committee, and related work efforts. Additionally, this task includes (7) additional virtual monthly meetings (via Teams) to provide updates and obtain information.

Collect and review recent DEN-related studies dealing with airport impacts, real estate development, cargo, and passenger / operations activity.

Confirm methodologies for recent statewide (2020) airport impact studies, including use of input/output multipliers.

Confirm total investment and anticipated timing for proposed 7th and possibly 8th runways.

Confirm geographies under study, including the 17-county Front Range and the State of Colorado.

Finalize work plan and schedule for deliverables and meetings.

Establish steering committee and stakeholders to participate in the process.

7.02 Best Practices and Global Trends

Identify 5-10 benchmark global airports which have undergone expansions and had multiple direct flights to other global cities, and collect annual trend data on associated airport passenger levels (O/D and connecting) and aircraft operations (by plane type), aligned with information about changes in airport capacity (new runways, terminals, etc.).

Provide insight regarding the scale of built private sector real estate development in proximity to the airport (office, industrial, retail, hotel, residential).

Collect regional trend data on growth in gross regional product, employment by industry sector, wages, and population which corresponds to each benchmark airport. (i.e. DFW in relation to the Dallas Fort Worth Metropolitan Area). Population metrics may include out-of-state / foreign born population and share of residents with a US passport.

Establish statistical relationships between airport size (# of runways) and activity across passengers (O/D and connecting) and operations (by plane type) and regional growth (jobs, wages, gross domestic product).

Summarize research regarding post-Covid recovery in domestic and international air travel, as well as broader factors influencing the industry.

7.03 Establish Front Range Growth Baseline

Collect data relevant regional economic development in a relational database for the 17-county Front Range and the State of Colorado:

- County-level gross regional product (GRP) collected from EMSI. GRP represents the total value-added within a County or region and is a proxy for total economic activity.
- Employment collected from EMSI, would include employment by NAICS code and associated wages. Employment by industry sector would be tested alongside GDP to determine the extent of statistical relationships association between airport capacity and the size of a regional economy.

- Population collected from the U.S. Census Bureau. Population would be tested alongside
 employment and GRP to determine if there is an association between economic size and
 airport capacity. We will also evaluate differences in out-of-state / foreign born population and
 share of residents with a US Passport.
- DEN airport enplanements / passengers annual data on O/D and connecting passengers and operations.
- Expectations for growth in DEN airport adjacent real estate (office, industrial, retail, hotel, etc.)
- Collect additional data based on conversations with DEN staff to feed into the analysis.
- Interviews with State of Colorado economic staff to understand broader growth dynamics in
 play across the Front Range, to support development of scenarios for future growth. One
 clear focus will be on how Covid may have altered pre-existing (January 2020) expectations
 for regional and statewide economic growth

7.04 Statistical Synthesis and Scenario Development

Leverage the database to define the array of statistical associations between airport size, passenger levels, and other metrics in context with the size of the regional economy and its capacity for growth. These associations will be used as inputs for further significance testing and/or regression analysis. For example, we will evaluate relationships between commercial enplanements and the mix of O/D and connecting passengers in relation to GRP, professional services employment, built real estate or population, and other factors.

Use time series data or panel data to analyze airport expansion and economic growth trends over time for the Front Range and benchmark airport regions, to identify distinguishable trends across airport capacity and economic growth. For example, did benchmark airports expand runway capacity in expectations of growth, or in response to growth? We will seek to identify GRP thresholds aligned with airport activity to evaluate where DEN fits into the continuum. As part of this task we will test ways to normalize and summarize the data, to ensure reliability and quality.

Results from the association testing and time series analyses will be used to test assumptions for how airport size (number of runways) and activity correlate with thresholds for regional economic growth.

Leverage collected data and interviews to develop appropriate high/low scenarios for regional / statewide growth; these scenarios will be used in the economic impact analysis.

7.05 Impact Analysis

First, establish the scale of initial changes created by new runway construction. Conceptually these will include:

- Construction period investment related to new runways 7/8, including capital investment, estimated jobs (FTE) and wages.
- New regional economic activity associated with future operation of runways 7/8, framed in terms of new employment by industry sector, associated wages, and GDP / output.

Second, once the initial changes have been identified, we will use an input/output model to estimate direct, indirect, and induced economic impacts of runway expansion across identified North American Industrial Classification System (NAICS) Codes. The economic impact analysis will use expected jobs or output from proposed projects to estimate direct, indirect, and induced economic impacts. Impacts will be stated in job, output (expressed as Gross Regional Product), and earnings. The economic impact outcomes will also be converted into potential fiscal benefits, including future income and property taxes, as well as sales taxes payable to local units of government and the State of Colorado.

We have experience with all of the input/output models currently in use, including RIMS II, EMSI, IMPLAN, Tredis, and REMI. For this effort we will plan to use EMSI-based multipliers.

All impacts will be estimated in current 2021-dollar terms.

7.06 Triple Bottom Line Analysis

Our experience with triple bottom line analysis was anchored by work completed for San Francisco Public Utilities Commission (SFPUC) to evaluate projects linked to a proposed \$6.9-billion-dollar Sewer System Improvement Program. Many cities, including Philadelphia, Vancouver, Melbourne, and Seattle are applying variations on TBL assessment in infrastructure investment evaluations. Each can differ in multiple ways for weighting and scoring of TBL criteria, to Benefit-to-Costs Analysis, to a full Sustainable Return on Investment calculation. Others are performing multi-criteria assessments that incorporate various elements of sustainability, such as energy reduction, habitat, and employment in their evaluation of alternatives. At its core, a triple bottom line analysis is essentially a multi-criteria decision tool based on the following elements:

- Develop performance indicators for social, economic, environmental, and financial metrics associated with infrastructure projects
- Develop scoring / weighting system for indicators, essentially establishing the rules that define how different performance indicators can be compared
- Analyze performance indicators in context with the scoring system

7.07 Draft and Final Report

Prepare draft report, implement quality review, and submit to DEN for review and comments. Attend one (1) in-person meeting at DEN (Economics/Advisory Lead) with DEN staff to receive comments on draft report. Respond to DEN, in writing, on review comments and prepare final report. Implement quality review on final report and submit to DEN. Following final report delivery, prepare a PowerPoint and present (in-person) to DEN staff on the results and findings. This subtask also includes effort by (2) PMT staff (Program Manager and Quality Manager), (2) PMT Controls staff, and PMT DBE Compliance Manager to monitor and review the activities under Task 700.

Deliverables

- Technical memo summarizing current thinking regarding post-Covid recovery in air travel and broader trends
- Technical memo and supporting excel models summarizing estimated economic and fiscal impacts
- Draft Economic Benefit Study
- Final Economic Benefit Study
- PowerPoint Presentation based on the Final Economic Benefit Study
- Large-format and small-format graphics and information for public information purposes based on the Final Economic Benefit Study



Denver International Airport

AIM Development

Professional Services Agreements Core Staff Rates & Fees

Contract Name: Future Runway Program Management Services

Contract Number: 202057158



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	AECOM Technical Services, Inc.
DEN Contract Number	202057158-00
DEN Contract Name	DEN Future Runway Program Management Services
Project Name	DEN Runway Project
Project Number	TBD
DBE Contractual Goal	25%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constractor	DBE Goal %
1	AECOM	Prime	
2	LS Gallegos	Sub-Contractor	
3	AEGIS	Sub-Contractor	
4	RIB US Cost	Sub-Contractor	
5	CIG	Sub-Contractor	
6	C&S Companies	Sub-Contractor	
7	Zann	Sub-Contractor	
8	Lean	Sub-Contractor	
9	ArLand	Sub-Contractor	
10	Enter Company Name		
11	Enter Company Name		
12	Enter Company Name		
13	Enter Company Name		
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Project Name	DEN Runway Project			
Project Number	TBD			
DBE Contractual Goal	25%			

Core Staff Rates

Company Name	Prime / Sub-Contractor	Name	Position	Base Rate X	Multiplier =	Fully Burdened Ra
AECOM	Prime	Alan Eckman	Principal In Charge	\$121.83	2.5997	316.72
AECOM	Prime	Andres Garcia	Senior Construction Manager	\$138.74	2.5997	360.68
AECOM	Prime	Angel Ramos	Engineer VII	\$87.35	2.5997	227.08
AECOM	Prime	Anthony Crincoli	Engineer VIII	\$97.67	2.5997	253.91
AECOM	Prime	Anthony Devito	Engineer VIII	\$112.76	2.5997	293.14
AECOM	Prime	Bettina Kaes	Scientist 3	\$66.58	2.5997	173.09
AECOM	Prime	Brad Bull	Architect VI	\$64.69	2.5997	168.17
AECOM	Prime	Bryan Oscarson	Environmental Planner/Engineer	\$80.63	2.5997	209.61
AECOM	Prime	Charles Dwyer	Contract Manager II	\$87.54	2.5997	227.58
AECOM	Prime	Chris Brewer	Planner V	\$90.91	2.5997	236.34
AECOM	Prime	Connor O'Brien	Planner II	\$38.52	2.5997	100.14
AECOM	Prime	Deanna Weber	Sustainability Lead	\$100.77	2.5997	261.97
AECOM	Prime	Devon Hackwell	Geospatial System Development Specialist	\$39.89	2.5997	103.70
AECOM	Prime	Garrett Harper	Planner V	\$88.00	2.5997	228.77
AECOM	Prime	Heather Fletcher	Engineer Technican III	\$57.29	2.5997	148.94
AECOM	Prime	Jeffrey Warkoski	Project Manager	\$123.85	2.5997	321.97
AECOM	Prime	Jessica Jones	Planner II	\$41.37	2.5997	107.55
	Prime				2.5997	
AECOM		Joseph Vitone	Planner III	\$47.24		122.81
AECOM	Prime	Kabir Kahn	Planner II	\$33.84	2.5997	87.97
AECOM	Prime	Katelyn Hansen	Planner III	\$49.77	2.5997	129.39
AECOM	Prime	Kathryn Stevens	Engineer III	\$40.64	2.5997	105.65
AECOM	Prime	Kelly Walker	Contract Administrator II	\$32.56	2.5997	84.65
AECOM	Prime	Lauren LaSalle	Engineer III	\$47.50	2.5997	123.49
AECOM	Prime	Lindsey Sousa	Environmental Planner/Engineer	\$104.57	2.5997	271.85
AECOM	Prime	Lynn Keeley	Environmental Planner/Engineer	\$60.35	2.5997	156.89
AECOM	Prime	Mark Hughes	CAD/BIM Manager	\$93.83	2.5997	243.93
AECOM	Prime	Megan Heugh	Contract Administrator II	\$36.04	2.5997	93.69
AECOM	Prime	Nate Smith	Quality Manager	\$126.59	2.5997	329.10
AECOM	Prime	Paul Krieger	Planner V	\$87.88	2.5997	228.46
AECOM	Prime	Robert Rush	Engineer V	\$80.81	2.5997	210.08
AECOM	Prime	Zhong Liu	Engineer V	\$76.80	2.5997	199.66
LS Gallegos	Sub-Contractor	Carin Groh	Project Controls Manager I	\$58.71	2.1725	127.55
LS Gallegos	Sub-Contractor	Danelle Rains	Administrative Support Assistant - V	\$35.19	2.1725	76.45
LS Gallegos	Sub-Contractor	Jeff Gallegos	IT Systems Administrator - Senior	\$59.71	2.1725	129.72
LS Gallegos	Sub-Contractor	Meegan Davis	Project Controls Manager II	\$66.91	2.1725	145.36
LS Gallegos	Sub-Contractor	Yadira Merryman	Document Manager II	\$62.10	2.1725	134.91
AEGIS	Sub-Contractor	Cait Ghoshal	Risk Manager III	\$76.92	2.2365	172.03
AEGIS	Sub-Contractor	Christopher Schrump	Scheduler II	\$54.33	2.2365	121.51
AEGIS	Sub-Contractor	James Dooley	Scheduler III	\$88.94	2.2365	198.91
AEGIS	Sub-Contractor	Jason Bull	Scheduler III	\$40.14	2.2365	89.77
AEGIS	Sub-Contractor	Jason Keller	Scheduler III	\$67.31	2.2365	150.54
AEGIS	Sub-Contractor	Naga Kanumalli	Scheduler II	\$43.99	2.2365	98.38
AEGIS	Sub-Contractor	Steven Cross	Scheduler III	\$70.67	2.2365	158.05
AEGIS	Sub-Contractor	Tina Millan	Project Controls Manager III	\$120.19	2.2365	268.80
AEGIS	Sub-Contractor	Tom Niepoth	Scheduler Manager	\$90.00	2.2365	201.29
AEGIS	Sub-Contractor	Zach Raker	Risk Manager IV	\$44.57	2.2365	99.68
C&S Companies	Sub-Contractor	Alexandra Davis	Scientist 3	\$39.00	3.1136	121.43
C&S Companies	Sub-Contractor	Corey Johnson	Scientist 4	\$55.75	3.1136	173.58
C&S Companies	Sub-Contractor	Danielle Buehler	Scientist 4	\$57.85	3.1136	180.12
C&S Companies	Sub-Contractor	Jeffrey Williams	Scientist 3	\$48.15	3.1136	149.92
C&S Companies	Sub-Contractor	Kara Young	Scientist 4	\$46.50	3.1136	144.78
C&S Companies	Sub-Contractor	Kelly Moulton	Scientist 4	\$63.25	3.1136	196.94
C&S Companies	Sub-Contractor	Kim Fabend	Scientist 4	\$63.25	3.1136	196.94
C&S Companies	Sub-Contractor	Marc Champigny	Scientist 5	\$100.00	3.1136	311.36
C&S Companies	Sub-Contractor	Mia Held	Scientist 2	\$35.95	3.1136	111.93
C&S Companies	Sub-Contractor	Shannon Eibert	Scientist 3	\$42.00	3.1136	130.77

57 RIB US Cost	Sub-Contractor	Albert Kwong	Estimator III Mechanical	\$59.95	2.4592	147.42
58 RIB US Cost	Sub-Contractor	Fabianne Arias	Estimating Manager Architectural	\$79.05	2.4592	194.41
59 RIB US Cost	Sub-Contractor	Howard Campbell	Estimator III Civil	\$59.93	2.4592	147.37
60 RIB US Cost	Sub-Contractor	Marcelo Salazar	Estimator II Architectural	\$53.98	2.4592	132.74
61 RIB US Cost	Sub-Contractor	Patrick Pedigo	Estimating Manager Architectural	\$87.18	2.4592	214.39
62 RIB US Cost	Sub-Contractor	Phillippe Eustache	Estimator III Electrical	\$67.23	2.4592	165.34
63 RIB US Cost	Sub-Contractor	Theresa Hinton	Estimator III Architectural	\$65.81	2.4592	161.84
64 CIG	Sub-Contractor	Abby Tillinghast	Public Information Associate II	\$32.02	2.9904	95.75
65 CIG	Sub-Contractor	Caroline Frizell	Public Information Senior Associate	\$39.90	2.9904	119.32
66 CIG	Sub-Contractor	Joy Wasendorf	Public Information Counselor	\$50.48	2.9904	150.96
67 CIG	Sub-Contractor	Kara Bertetto	Public Information Associate I	\$27.20	2.9904	81.34
68 CIG	Sub-Contractor	Kristan Butler	Public Information Art Director	\$39.15	2.9904	117.07
69 CIG	Sub-Contractor	Laurie Meza	Public Information Manager	\$83.41	2.9904	249.43
70 CIG	Sub-Contractor	Madison Tischler Ward	Public Information Senior Associate	\$39.90	2.9904	119.32
71 CIG	Sub-Contractor	Nick Harper	Public Information Account Supervisor	\$45.67	2.9904	136.57
72 Zann	Sub-Contractor	Sharon Fresquez	DBE Compliance Officer	\$48.50	3.0270	146.81
73 Zann	Sub-Contractor	Suzanne Arkle	DBE Program Manager	\$72.50	3.0270	219.46
74 Lean	Sub-Contractor	Doron Lean	Engineer VIII	\$100.00	2.5874	258.74
75 Lean	Sub-Contractor	Paul Hannah	Senior Airspace Engineer	\$95.00	2.5874	245.80
76 Lean	Sub-Contractor	Tyler Hawkins	Engineer IV	\$61.06	2.5874	157.99
77 ArLand	Sub-Contractor	Arlene Taniwaki	Planner V	\$118.00	1.4466	170.70
78 ArLand	Sub-Contractor	Eric Ross	Planner IV	\$108.00	1.4466	156.23
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Area of Expertise Scheduling	Position Scheduler I	Professional Experience Level 1	Title Junior scheduler	Qualifications / Role Description
screduling	Scheduler II	Level 2	Mid-Level Scheduler	Set up baseline schedules, progress updates against baseline, reporting support
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impact
	Scheduler Manager	Level 4	Team Lead	assessments for change orders, P6 / EPPM Set up, database administration
Cost Management	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against that baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
	Cost Manager III	Level 4	Team Lead Cost Management	,
Risk Management	Risk Manager I	2 years	Junior Risk Engineer	
	Risk Manager III	2-5 years 5-10 Years	Mid-Level Risk Manager Senior Risk Manager	Update project risk registers, monitor contingency draw down on project and portfolio level Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile f
				portfolio
Document Management	Risk Manager IV Document Controller I	10 - 20 Years or more 2 years	Team Lead Risk Management Junior Document Controller	
bocament wanagement	Document Controller II	2-5 years	Mid-Level Document Controller	Provide document management services in line with DEN's processes
	Document Manager I	5-10 Years	Senior Document Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems
	Document Manager II	10 - 20 Years or more	Team Lead for Document Management	
Project Controls / Reporting	Project Controls Engineer I	2 years	Junior Project Controls Engineer	
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's CIP portfolio; performance meeting preparation
	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	CIP portrollo; performance meeting preparation
Contract Management	Contract Administrator I	2 years	Junior Contract Administrator	
	Contract Administrator II	2-5 years	Mid-Level Contract Administrator	Change order management compliance with contracts
	Contract Manager I	5-10 Years	Senior Contract Manager	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, as award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
	Contract Manager II	10 - 20 Years or more	Team Lead Contract Management	
Estimating	Estimator I Civil Estimator II Civil	2 years 2-5 years	Junior Estimator Mid-Level Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator Provide budgetary estimates for particular trade, review design estimates
	Estimator II Civil	5-10 Years	Senior Estimator	Provide budgetary estimates for particular trade, review design estimates Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
				Provide duagetary estimates, review design estimates, review proposals and did taos, provide analysis on estimate deviations. Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimating Manager Civil Estimator I Structural	10 - 20 Years or more 2 years	Estimating Manager	market condition analysis
	Estimator I Structural Estimator II Structural	2-5 years	Junior Estimator Mid-Level Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator Provide budgetary estimates for particular trade, review design estimates
	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Structural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Architectural	2 years	Junior Estimator	market condition analysis Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Architectural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Architectural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Electrical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Electrical Estimator III Electrical	2-5 years 5-10 Years	Mid-Level Estimator Senior Estimator	Provide budgetary estimates for particular trade, review design estimates
				Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimating Manager Electrical	10 - 20 Years or more	Estimating Manager	market condition analysis
	Estimator I Mechanical Estimator II Mechanical	2 years 2-5 years	Junior Estimator Mid-Level Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator Provide budgetary estimates for particular trade, review design estimates
	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Mechanical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Plumbing	2 years	Junior Estimator	market condition analysis Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Plumbing	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Plumbing	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis
	Estimator I Comms / IT	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Comms / IT Estimator III Comms / IT	2-5 years 5-10 Years	Mid-Level Estimator Senior Estimator	Provide budgetary estimates for particular trade, review design estimates
			Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimating Manager Comms / IT	10 - 20 Years or more	Estimating Manager	market condition analysis
	Estimator I Security Estimator II Security	2 years 2-5 years	Junior Estimator Mid-Level Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator Provide budgetary estimates for particular trade, review design estimates
	Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Security	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
Unifier Support	Technical Support I		Junior Technical Support Unifier	market condition analysis Unifier Certification Required
uniner support	Technical Support II	2 years 2-5 years	Mid-Level Technical Support Unifier	Unifier Certification Required
	Technical Support III	5-10 Years	Senior Technical Support Unifier	Unifier Certification Required
Unifier Development	Unifier Systems Developer I	2 years	Junior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer II Unifier Systems Developer III	2-5 years 5-10 Years or more	Mid-Level Developer Unifier Senior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing Unifier Certification Required, Business Process Design, Implementation, Testing
Primavera P6 Support	Technical Support I	2 years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Analytics Development	Data Architect II	2 years 2-5 years	Junior Data Architect Mid-Level Data Architect	Data Model, Data Mapping Data Model, Data Mapping
	Data Architect III	2-5 years 5-10 Years	Mid-Level Data Architect Senior Data Architect	Data Model, Data Mapping Data Model, Data Mapping
	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping Data Model, Data Mapping
	Data Analyst I	2 years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
Project Management	Data Analyst IV Project Manager Functional II	10 Years or more 2-5 years	Team Lead Data Analysts Mid-Level Project Manager	Dashboard Development, Systems Integration Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
,	Project Manager Functional III	5-10 Years	Senior Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional IV	10 - 20 Years	Team Lead Project Manager / Principal	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
Architectural Design	Architect I	Level 1		Entry level of professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education an experience. Works under does supervision; receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiledata, performs design computations, makes quantify takeoffs and prepares estimates, praperse as criticatural plains and restrictions. The field unlimited pulgment is required on work details when making preliminary selections and adaptation of alternative. Assignments may include higher level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisors screen assignments for unusual or difficult problems and selects technique/projeculeurs for non-routine work Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architecturing precriced methods.
	Architect III	Level 2		Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for mino adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-yar at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phase or individual revenue-producing projects.



Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems
	Architect IV	Level 3		encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selection and determines procedure in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturer, evaluates and selects materials, and imposes architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or techniciarion on assigned work.
	Architect V			Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individuals Taleid. Registration as a sitemed architect is required. Supervision and guidance manely concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural alwork with the repossibility for independent action and decision. Plans, directs, and supervises approximately aspects of report (responsibilities include one or more of following: 1) supervises, controllates, and reviews work of small staff of architects and technicisma, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required.
	Architect VI	Level 4		Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains insition with individuals and units in or cuttle firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with saignments based on broad, general objectives and filmst. Typical disule-promptibilities involue one or more of following: julians, organized, and supervises who distalf of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required.
	Architect VII	Level 4		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotation of critical issues. Individual demonstrates creativity, foreight, and maturity in architectural judgment when anticipating and skying jumpecedented architectural on placelities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architects required. Typical doctives and responsible include one or more of following: 1) planning, organizing, and supervising work of largestarf of architects and technicians (greater than 20 individuals), 2) As individual researcher or consultant, is recognized leasted/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, regimens, and officers of other organizations and firms, includual demonstrates high degree of creativity, foreigist, and iugiding centre in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licenside architect is required. Receives general administrative direction. Responsible for one or more diverse and angles-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required.
Surveying	Chain/Rod Technician			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew. Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects
	Land Surveyor			the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of brinds survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
	Party Chief			Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Review job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
Construction	Chief Construction Representative			Plans and coordinates all field-inspection activities and reviews the work of inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of constructions work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
	Construction Coordinator			Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and seperience to all installing contractions. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes themely and satisfactory competion of construction projects, assuming satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of impection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction organism line with overall project schedule and in conformance with the contract documents. Assist Resident Engineer or Construction Manager in the coordination of activities. Provided daily inspection of construction activities. Reviews contractor's payment applications, change orders, and equipment-endored payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet provided schedule.
	Field Superintendent			Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, revolve contractor contlicts, and provise its coordination on thems pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a derive in experiency with pool field/disking experience.
	Materials Manager			Monitor, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with curriers and schedule inter-facility materials movement. Oversee wavehousing of any materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
	Resident Construction Manager 1			Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
	Resident Construction Manager 2			Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals. Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This
	Resident Engineer			Position is reportable for multiple construction projects or a single project of a large scale requiring multiple disciplines. Into Includes reviewing design and bidding comments; solicitine, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises fields staff and contractors on the site with repossibility for quality construction in accordance with plans and specifications, is responsible for approval of change orders, invoices, and payment applications which may include final payment.
	Senior Construction Manager			Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuming satisfactory client service, participating in unsiense development activities, key field position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Senior Construction Representative			This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.
Engineering	Engineer I			Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expect. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.
	Engineer II			Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher- level work for training/developmental proposes. Supervisor screen assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives does supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree.



Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Engineer III			Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of invited number of variety of the control of the co
	Engineer IV			Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criterials. Devises new solutions to probleme encountered, independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approach of proposed project plans. Nay supervise a few engineers and/or technicans on project basis, include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer V			Applied diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Regulars use of advanced techniques and modification and extension of theories, precepts, and practices in individual's fields. Registration as licensed professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical losses, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervisor, concritants, and reviews work of prails staff of engineers and/or technicists; 2) is individual researche or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer VI			Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversal complexities which have important impact on major company programs. This involves exploration of subject area, definition of sope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outlet his organization with responsibility to act independently regarding technical matters pertaining to individuals find light patients as a silicensed Fix required for most in this disadistion. Supervision received is essentially administrative, with assignments given in broad terms concerning general depictives and imitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervisives work of starf of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.
	Engineer VII			Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company initiates and maintains extensive contacts with hey engineers and officials of other organizations and companies, requiring skill in persuasion and regolation of critical issue, individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for deviewe engineering activities. Registration as licensed Professional Engineer is a requirement. Typical distilled and responsibilities include one or both of the following: 1 jubarring organization, and superviving work of Tanta grad for engineers and ethorication (in cuses of 301 andividuals). 2 has individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required or an MSS degree.
	Engineer VIII			Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of realisty, foreight, and muture judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding reveals planting and proceedings as a licensed Professional Engineer is required. Received general administrative direction. Is receptable for one or more programs of such diversity and scope to be of riskal importance to overall company objectives. Supervises several individuals whose are within Engineer 2 feasification. Minimum of 2-years at preceding level required, or and Science.
	Engineer IX			Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.
	Engineer Technican I			Performs simple and routine tasks under does supervision or from detailed procedural guidelines. Gathers and maintains engineering data works an setting results, flowings, etc., performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.
	Engineer Technican II			Performs standardized or prescribed assignments involving a sequence of related operations. Con-ducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.
	Engineer Technican III			Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-fewel Technicians. Compiles and computes a variety of engineering data: may analyze text and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.
	Engineer Technican IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyses avariety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
Interior Design	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
	Interior Designer I			Degree in leterico Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles, Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/NVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, it long organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planing control frequirements, septication preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Series as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and least contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Auditing	Internal Auditor			is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
	Job Captain			Provides coordination of duriting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary outcome for construction socurents, socks is investigation and design of projects. Provides supervision and quality-control review of duriting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' esperience and familiarity with laboratory procedures.
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety or scientific procedures and techniques of scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory tetenhicians when required. July competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
Landscaping	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work)
	Landscape Architect II			Intermediate professional level with developing shifty to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding owns corps, esteades, analysis of design difficulties, and evaluation and re- commendation of design solutions. Normally has science degree with at least 1.2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex sustantian and supervisory approval of preparted proteged plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.
	Project Accountant			Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff or be onsure compliance with contractual regimements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience.
	Project Manager			Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project- status reports, and overset the review of plans and drawing in accordance with ontract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
	Senior Landscape Architect			Interprets, organizes, secucies, and coordinates project assignments. Normally has science degree with 5 years' or more applicable septretence. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-exertenced staff toward assigned project task completion.
Quality Control	Quality-Control Engineer Scientist 1			Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of being as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
Specialist Services	Scientist 1			Entry level professional requiring Bachdor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under does supervision, receives sperific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with identific staff, methods, practices, and programs. Usually assures no responsibility for direction of others, except for possible assistance in collection data.
	Scientist 2			Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is
	Scientist 3			typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an NS Degree. Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solitions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and the assisted by lower-level scientists.
	Scientist 4			Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforcemen or novel complexities, and by ability to apply malycical solutions to wide variety of problems and assimitate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual is discipline or expertise. Generally requires 1 of 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis.
	Scientist 5			Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexatios, methods and probable value of results. May serve as expert in narrow specialized, Commiscoge, schimplephaston, Radiologic, ed.; making recommendations and conductions, which serve as basis for undertaking or rejecting specific project tasks. Requires sufficient breath of knowledge and Scientist 4 work experiences to have achieved specification of derificiation experts each or specialization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, ortical issues, new concepts, and policy matters. Consults with supervisor or specialized outside authority concerning unusual professions and developments. Typical dates and responsibilities include one or more of the following: 1) in supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervisor sail staff (23) of Scientists 1-4 and technicisms on project basis. 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedure.
Aviation NEPA Analysis and Documentation	Environmental Planner/Engineer	20 years or more	Sr. Environmental Project Manager	Manages violation based environmental planning projects including administrative tasks related to the project, project tasm salignments and enforcing Service an primary point of contract with driem and other project constraints. Estimates leves determines work scope and prepares proposals and contracts. Coordinates all work efforts among project team, project sub-consultants and other disclipines as enecessary.
Aviation NEPA Analysis and Documentation	Environmental Planner/Engineer	15 years or more	Sr. Environmental Planner	Coordinates with project manager, project designer and other disciplines on aviation based environmental planning projects to ensure that the direct's technical respirements of projects are folly met. Perform avinious project spoor tasks and responsible for significant portions of environmental review and NEPA documentation, presentations and public facilitation. May oversee work of more lunior staff.
Aviation NEPA Analysis and Documentation	Environmental Planner/Engineer	10-15 years	Environmental Planner IV	Coordinates with project manager, deputy project manager, project designer and other disciplines on aviation based environmental planning projects to ensure that the client's technical requirements of projects are fully met. Repropulse for significant environmental analyses (i.e., noise, Section 4(II), air quality, cumulative impacts, etc.) as part of environmental review and NEPA documentation. May oversee work of julinor staff.
Aviation NEPA Analysis and Documentation	Environmental Planner/Engineer	6 - 10 years	Environmental Planner III	Supports aviation focused studies and planning activities related to the preparation of NEPA documents and other technical reports. Perform sethenical analysis utilizing GS modelling looks. Coordinate with sub-consultants and in-house personnel on a regular basis to complete assigned tasks. May oversee the work of more junior staff.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
				Performs various aspects of environmental planning assignments. Work emphasis on technical aspects of environmental review and
Aviation NEPA Analysis and Documentation	Environmental Planner/Engineer	3-6 years	Environmental Planner II	documentation and includes limited task assignee duties. May oversee the work of more junior staff.
Aviation NEPA Analysis and Documentation Aviation Planning	Environmental Planner/Engineer	0-3 years 12 years or more	Environmental Planner I Principal Aviation Planner	Supports more senior environmental planners. Assigned to handle specific environmental analyses under supervisor. Determines objectives and requirements within aviation practice, organizes programs and projects and develops standards and
Aviation Planning	Aviation Planner	10 years or more	Sr. Aviation Planner	guides for diverse aviation planning activities. Directs and oversees technical work for a variety of airport planning and preliminary design projects. Leads capacity analyses for airport facilities and development of aviation activity forecasts. Develops project concepts and alternatives and technical reports for airport planning studies. Interprets and oversees airport simulation models. Coordinates with sub-consultants and in-house personnel on a regular basis to complete assigned tasks. May oversee the work of more pairor staff.
Aviation Planning	Aviation Planner	6- 10 years	Aviation Planner III	Conducts field surveys, investigations, and collects data in support of airport planning studies. Conducts independent and group research as needed. Performs capacity analyses for airport facilities. Preparse a wide array of AutoCAD and ArciSG drawings. Develops narrather reports for airport planning studies. Porgrams, calibates, and runs simulation models. Coordinates with sub-
Aviation Planning	Aviation Planner	3-6 years	Aviation Planner II	consulants and in-house personnel on a regular basis to complete assigned tasks. May oversee the work of more junior staff. Prepares technical plans and reports, written reports on small to medium sized planning projects. Final production of comprehensive jass and reports, grounds: associated with public meetings, presentation drawings, reports, etc. Conducts research and detailed analysis of data. Coordinates with sub-consultants and in-house personnel on a regular basis to complete assigned
Aviation Planning	Aviation Planner	0-3 years	Aviation Planner I	tasis. May oversee the work of more jumior staff. Develops and/for work from design alons of others, compiles data, performs basic design and technical solutions, prepare graphics and reports for limited portions of project. Collects data, organizes and applies recognized tools of analysis to provide comprehensive review of the data. Supports more senior planners. Assigned to handle pecific swiston analyses under supervision.
NEPA Analysis and Documentation	Environmental Planner/Engineer	12 years or more	Science Project Manager	Provides spert technical guidance and assistance in geology, hydrology, chemistry, biology or other related sciences for all phases of projects, including planning, investigation, design and construction activities. Directs environmental surveys and studies of proposed projects less and interpret fainings and preprise the necessary scientific reports.
NEPA Analysis and Documentation	Graphic Designer	6 years or more	Graphic Designer	Creates initial materials, concepts and ideas that conform to project needs and timelines. Develops materials for presentations, such as boards, PowerPoint presentations and leave behinds. Designs and performs preliminary layout of various materials, including brochures, flyers, media release templates, exhibit boards, nevelthers, report covers and other printed materials.
NEPA Analysis and Documentation	Technical Writer	8 years or more	Sr. Technical Editor	Works with technical staff to write content for environmental reports. Edits and formats content written by others, ensuring consistency in writing style and approach through various documents.
Technology	Geospatial System Development	12 years or more	Design Developer	Provides technology services by using significant expertise to work on complex software, web application or system development. Works independently designing, developing, configuring, testing, implementing and maintaining applications or systems. Leads
Technology	Specialist Geospatial System Development Specialist	8 years or more	GIS Administrator	large projects of complex scope and may serve in a lead role for the team. Provides geospatial technology serverbe by using significant septrists to work on projects involving geospatial systems and web applications. Works independently developing, configuring, testing, implementing and maintaining geospatial systems and web applications. Develop or customister shiply complex geospatial applications and interfaces using advanced programming tools and
				languages. Develops or customizes highly complex geospatial applications and interfaces using advanced programming tools and languages.
Technology	Geospatial System Development Specialist	8 years or more	Sr. GIS Analyst	Provides technology services to include geospatial systems to complete analyses and graphical output for inclusion in studies and reports. May complete assignments will limited supervision. Provider beginning and provided in a language approximation of the provided provided and provided provided and provided provided and provided provided provided and provided
Technology	Geospatial System Development Specialist	3- 7 years	GIS Analyst	Provides technology services to include geospatial systems to complete analyses and graphical output of inclusion in studies and reports. Assigned to handle specific analyses under supervision.
Quality	Project Assurance Quality Manager	10 years or more	Project Assurance Quality Manager	Develop, implement and manage the quality of project deliverables through a Project Quality Plan (PQI). Provide initial and recurring training to project team members on the PQP Proactively work with the project team to ensure compliance with the PQP including the oversight of quality check and review activities. Manages quality audit and corrective/preventive action systems.
Air Quality	Senior AQ Scientist	10 - 20 Years	Senior AQ Scientist	Fully competent scientist in subject matter; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity, and b) ability to paply analytical solutions to wide variety of problems. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Supervises small staff of scientists and technicians on orrorect basis.
Air Quality	Project Env Scientist	20 Years or More	Project Env Scientist	Applied inventibles involvingle of identific principles and practices to broad variety of assignments and related fields. Anticipates in planning and executing people regional sevens are expert to expect the prevention, complianced making recommendations and consciousm. Typical disties and responsibilities include one or more of the following: 3) in supervisory capacity, plans, organizes, and directs assigned project programs. Respectably, plans, organizes, and directs assigned project programs. Respectably, plans, organizes, and directs assigned project programs. Assigned project programs. Assigned project programs. Assigned project programs complete or novel assignments requiring development of new or improved techniques and procedure.
Air Quality	Air Quality Scientist	1 - 5 Years	Jr. Air Quality Scientist	Requires a Ph.D. Degree and 1-3 years of experience. Independently evaluates, selects, and applies standard scientific techniques and procedures. As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures.
Air Quality	Air Quality Scientist	5-15 Years	Mid-Level Air Quality Scientist	Evaluates, selects, and applies scientific techniques/procedures. Assignments have clear and specified objectives and require investigation of limited number of variables. Assistance given for unusual problems and normally reviewed for application of sound professional judgment.
Air Quality	Engineering Technician	1 - 5 Years	Engineering Technician	proressional judgment. Entry level position requiring Bachelor's Degree in Science. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks.
Air Quality	Environmental Scientist	10 - 20 Years	Senior Level Environmental Scientist	Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Assistance given for unusual problems and ornamily reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists.
Air Quality	Environmental Scientist	1 - 10 Years	Mid-Level Environmental Scientist	Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Detects problems when using standardized procedures. Conducts specific phases of projects for more experienced scientists.
Communications Communications	Public Information Manager Public Information Strategic Director	15+ years 15+ years	Principal Senior Strategic Director	Manages overall job/provides executive oversight Strategic directions and day-to-day management of the project
Communications Communications	Public Information Counselor Public Information Account Supervisor	8-10 years 6-8 years	Counselor Account Supervisor	Provides strategic direction and quality control Account strategist and account supervision
Communications	Public Information Account Supervisor Public Information Senior Associate	5-6 years	Senior Associate	Project manager and day-to-day contact
Communications	Public Information Associate II Public Information Associate	5+ years 3-5 years	Associate II Associate	Mid-level project management Project support
Communications	Public Information Specialist	0-3 years	Specialist	Project support Project support account coordination
Communications Communications	Public Information Graphic Designer Public Information Art Director	3 - 8 years 8-10 years	Graphic Designer Creative Art Director	Graphic design Creative direction, graphic design and production supervision
Cultural	Archaeologist/Historian	Minimum of 0 year experience	Archaeologist/Historian	Conduct fieldwork, including both survey and data recovery projects, and assist in the preparation of reports. Some experience in recording, collecting, handling, analyzing, evaluating, and reporting cultural resource data or the completion of an academically
Cultural	Archaeologist/Historian I	Masters Degree in related field-Minimum of 3 years experience	Archaeologist/Historian I	approved architecturing in draining states and a second state of the second state of t
Cultural	Archaeologist/Historian II	Masters Degree in related field - Minimum of 6 years experience	Archaeologist/Historian II	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- archaeologists and historians, development of work plans, research designs, and miligation proposals, adherence to professional standards, and integration of field data into comparative regional perspectures for analytical (evaluative) purposes.
Environmental	Env Planner IV	10-20 years or more	Environmental Manager	Senior-level aviation NEPA Project Manager; provides technical and management support to the PMT; monitors NEPA team activities for abherence to scope, budget and schedule; conducts or coordinates QA/QC reviews of environmental documents; supervises Environmental Support commental Support scope.
Environmental	Env Planner III	10-20 years or more	Environmental Support	Senior-level Environmental Planner/NEPA practitioner; provides technical support to the Environmental Manager; reviews environmental planning studies including NEPA documents for completeness, accuracy, and legal sufficiency
DBE Program Development/Compliance	DBE Program Manager	8-20 years	DBE Program Manager	Senior-level position involves developing and executing the DBE Program to include outreach, solicitation, contract compliance and capacity building initiatives. Responsible for ensuring program deliverables are met.
DBE Contract Compliance, monitoring and reporting	DBE Compliance Officer	3-7 years	DBE Compliance Officer	Mid-level position involves dat to day monitoring and tracking of DBE Program and PMT goals. Responsible for meeting with DSBO and responding to all requests for information, monitoring prompt payment, B@G compliance and mitigation of issues.
Information Technology	IT Systems Administrator - Senior (New)	5 Year or more	IT Systems Administrator - Senior	Performs full performance professional information technology work planning and coordinating the installation and configuration of operating system burdware and other professional configuration of operating system burdware and other professions of other permanenting and repairing complex professions with system hardware and software to increase performance and meet extendical design requirements.
Administrative	Administrative Support Assistant - V	3 Years or more	Administrative Support Assistant - V	Performs permanently assigned lead work in office support duties on a different shift or in a different location from the work unit supervisor or in a work unit where the first line supervisor's span of control is ten or more employees and performs the job
Risk Management	Risk Manager III	5-10 years or more	Risk Manager	responsibilities of the work unit or function. Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
Risk Management	Risk Manager III	5-10 years or more	Sr. Risk Manager	portfolio Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
Risk Management	Risk Manager IV	10-20 years or more	Risk Management Lead	Manages teams of risk prfessionals to ddevelop comprhensive tools and anaylis of qualitative and quantative risk of large programs
-	Scheduler III			using industry standard tools and analysis Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts
Scheduling		5-10 years or more	Scheduler III	assessments for change orders, P6 / EPPM Set up, database administration Review monthly contractor submssion for logic and progress while confirming the work in place through site visits.
Scheduling Airspace Engineering	Scheduler II Senior Airspace Engineer	3-5 years >15 Years	Scheduler II FAA and Airspace Planning Support	Draft corespondene on monthly schedule review fore PMT support RPI reporting Senior Level aviation and airspace engineer; provides technical and management support to DEN in the evaluation of the efficacy of certain FAA flight procedure developments; coordinates with various FAA lines of business including flight standards, flight
· · · · · · · · · · · · · · · · · · ·			una curapute i mining support	operations, Tracon, works closely with DRN operations and planning personnel to define impacts of certain procedures; reviews enhormment planning studies including NRPA documents for completeness, accuracy, and efficacy in terms of flight procedures. As a senior executive, is responsible for direction and control of a specific segment of the firm's activities to ensure operating plans
Executive	Principal In Charge			are implemented to achieve corporate/partnership objectives. Has ownership-level responsibility and requires professional registration. May function as Project Partner or Principal-in-Charge on projects. Responsible for administering all phases of project through construction. Has primary responsibility for budgeting, scheduling,
Management	Project Manager			planning, design, specification, and working drawings on a given project with authority to direct, control, and monitor all activities. Normally requires registration, but breadth of individual experience may replace registration.
Quality	Quality Manager			Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Environmental	Sustainability Lead			Position involves liaison activities 'coordination with PMT Sustainability Lead, participate in meetings, workshops, delivery reviews. Responsible for coordination of Jacobs design teams, ensuring compliance with DEN Sustainability program, Envision and LEED nonlier transitierment \(\)
Administrative	Technical Editor			Performs esting and/or rewriting of technical reports and documents subject to approval of author. Ensures consistency and clarity of style within technical argosts. Usually works without direct daily supervision, but is regular contact with technical staff to clarify reports, meaning, formst, and style of their work. Requires a Bachelor's Degree in English or Journalism with basic understanding of technical content of reports.
Administrative	Project Admin.			Performs various administrative functions for a serior executive and/or an executive of an operating group. Functions involve the preparation of certain reports, the analysis of reports with recommended actions, and the supervision and/or monitoring of work activities within the group for the responsible executive. This position often times is the coordinator of the administrative-support services of the group.
Estimating	Estimating Manager			Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be depended to upon experience and techniques!
Surveying	Survey Technician			Position involves research, calculations, and processing of record information and terrestrial survey data. Responsible for survey control, topographic mapping, and boundary surveys to support engineering design.
	Photogrammetrist			Position involves mission planning, aerial data processing, and feature modeling to create project base mapping. Responsible for creating design level mapping and orthophotography using stereo imagery and LIDAR captured from airborne platforms.
Utilities	Utility Investigator			Position involves research, field locating, and marking of underground utilities. Responsible for locating underground utilities to ASCF 38-02 Quality Level B standard
Architectural Design	Architect Department Head			Provides technical and administrative supervision to Department assuring the technical, administrative, man-hour, and schedule targets are met within framework of established corporate policy and in accordance with applicable professional standards, design-control procedures, corporate and divisional procedures, and design quieldienie.
Planner	Planner V			Associate functions as a Program discipline leader and may serve as a Senior Project Manager or Project Director on large and complex multidiscipline projects. Associate typically directly-mentors discipline associates and Project Managers in professional, technical, and operational best practice. Associate is responsible for managing and implementing Program procedures, processes, and production criteria to maintain quality deliverables and profitable operations.
Planner	Planner IV			Associate functions as a senior professional planning discipline lead on major projects and may serve as a Senior Project Manager or Project Director on large and complex multidiscipline projects. Associate develops and evaluates plans, policies, program objectives, and criteria for a variety of projects and Program activities.
Planner	Planner III			Associate functions as a professional planning discipline lead on conventional projects with the responsibility to act independently regarding technical matters pertaining to the individual's field. Associate may also act as a Project Manager on small to moderate multidiscipline projects and works under the direction of a professional planner in meeting project contractual and quality control requirements.
Planner	Planner II			Associate independently performs planning tasks, such as research investigation, data analysis, report preparation and documentation, and other related tasks requiring the involvedige of planning principles, practices, and techniques. Associate may serve as a task manager or projects with the ability in nate economications within the scope of experience and training.
Drafting	CAD/BIM Manager			Serves as the project's BIM/CAD subject matter expert and guides the design team with the development, implementation, and support of digital delivery solutions and applications. Provides guidance to project team regarding BIM development, automation concepts, content management and data integration to meet protect gasis. Manages modeling effort and assists with troubleshooting and resolving issues relative to the digital delivery plan. Provides QC of work in progress and deliverables.
Drafting	CAD Drafter 4			Involved in planning graphic presentations of complex designs having distinctive design features differing significantly from drafting precedents. May recommend minor design changes. May direct preparation of drawings by other draftspersons of lesser experience. Should be proficient in Cab design applications.
Drafting	CAD Drafter 3			Experienced draftsperson able to perform non-routine and complex drafting assignments requiring application of standardized drawing techniques. Works independently with occasional advice from supervisor and may direct efforts of less-experienced draftspersons. Should have good, working skills in CAD operations.
Drafting	CAD Drafter 2			Entry-level individual with some specialized technology relating to CAD or engineering such as Associates Degree or CAD Drafter 1 experience. Copies detailed plans and drawings.
Drafting	CAD Drafter 1			Entry level with high school drafting training or other appropriate basic CAD experience. Copies sketches, layouts, and drawings prepared by others.
Inspection	Field Inspector IV			Involved in field-inspection activities and reviews the work of inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of inspectors and assist Resident Engineers in completion of construction work in accordance with design.



EXHIBIT B

Level Name

Level Description

Level 1, Entry

Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.

Level 2, Developmental Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.

Level 3, Full Experience Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to a small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience or the equivalent.

Level 4, Supervisory

Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering degree plus 7 to 9 years' experience or the equivalent.

Level 5, Managerial

Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting, and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 10 or more years' related experience or the equivalent.

DBE

For Audited C	verhead Rates Only	AECOM	LS Gallegos	AEGIS	RIB US Cost	C&S Companies
Audited Overhead Rate		1.3194	0.9397	0.9969	1.1957	1.7800
Salary		1.0000	1.0000	1.0000	1.0000	1.0000
Profit	12.00%	0.2783	0.2328	0.2396	0.2635	0.3336
Total Multiplier Factor		2.5977	2.1725	2.2365	2.4592	3.1136



DENVER INTERNATIONAL AIRPORT FUTURE RUNWAY PROGRAM PROGRAM MANAGEMENT TEAM (PMT)

SUMMARY

					Cost & Estimate	es - Adjusted fo	r Escallation		
_	202	1 Cost & Esti	mates		(3.5%	Year over Year	r)		
TASKS	Labor	ODC	Sub Total (incl. 5% Mark up)	Year	Total	Phase 1A Cost	Phase 1B Cost	Phase 2 Estimate	% Overall PMT Services
Task 100: Project Scope Development	\$306,570	\$0	\$311,110	2021	\$311,110	\$311,110			0.36%
Task 200A: Pre-Design PM Services (Pre-Environmental)	\$3,811,288	\$63,000	\$3,987,468	2022	\$3,987,468	\$3,987,468			4.65%
Task 200B: Pre-Design PM Services (Environmental Assessment)	\$5,052,657	\$69,850	\$5,269,994	2023	\$5,454,444	\$5,454,444			6.37%
Task 200C: Pre-Design PM Services (if EIS)	\$6,313,150	incl	\$6,313,150	2023-4	\$6,762,804		\$6,762,804		7.89%
Task 300: Design PM Services	\$11,934,300	incl	\$11,934,300	2023-5	\$13,231,772			\$13,231,772	15.44%
Task 400: Procurement Program Management Services	\$662,753	\$920,000	\$1,591,093	2022-3	\$1,646,781	\$1,646,781			1.92%
Task 500: Construction Program Management Services	\$43,303,350	incl	\$43,303,350	2025-7	\$51,430,796			\$51,430,796	60.03%
Task 600: Runway Commissioning and Project Closeout	\$2,106,650	incl	\$2,106,650	2027	\$2,502,039			\$2,502,039	2.92%
Task 700: Economic Benefit Study	\$346,829	\$2,700	\$353,930	2021-2022	\$353,930	\$353,930			0.41%
TOTAL PROGRAM MANAGEMENT SERVICES AMOUNT	\$73,837,547	\$1,055,550	\$75,171,045		=	\$11,753,733	\$6,762,804	\$67,164,607	100.00%
				3.5% E	stimated Year ove	r Year Escallati	on		

\$18,516,537

Rev 6 August 27, 2021

TOTAL PROPOSED PHASE 1 SERVICES



		AE	сом		LSG*	ZANN*	AE	GIS	CIG*	
	ļ	Mana	gement		Controls	Compliance	Sche	edule	Outreach	
	PROGRA	M AIRSIDE	QUALITY/	ENVIRONMENTAL	PROJECT	COMPLIANCE	PROJECT	SCHEDULER	PRINCIPAL	
	MANAGE	R MANAGER	STRATEGY	MANAGER	CONTROLS	MANAGER	CONTROLS	MANAGER		
SCOPE / TASK TITLE					MANAGER		MANAGER III			TOTAL
Task 100: Project Scope Development										
1.01 Pre Scope Meeting	4	4	4							1
1.02 Visioning Meeting (9)	36	36	18	10					15	11
1.03 Stakeholder Meetings (15)	30	24	12	8					35	10
1.04 Environmental Scope Review	4	4	4	16						2
1.05 Design Scope Coordination and Review	44	44	16							10
1.06 PMT Scope Development & Fee Development	110	80	16	16		67	28		124	44
1.07 Scope Comments Review	12	24	0	0						3
1.08 Fee Negotiations	12	0	4							1
1.09 Bi-Weekly Meetings (5)	20	20	5	20					10	7
1.10 Work Breakdown Structure Development	24	8	8					80		12
1.11 Program Controls	24	0	4		60			56		14
1.12 Project Management	40	0	0							4
TOTAL F	IOURS 360	244	91	70	60	67	28	136	184	1,24
BURDENE	D RATE \$321.	73 \$226.91	\$328.85	\$209.43	\$145.36	\$185.00	\$250.00	\$170.00	\$215.00	\$247.23
TOTAL LA	BOR \$ \$115,8	22 \$55,366	\$29,925	\$14,660	\$8,722	\$12,395	\$7,000	\$23,120	\$39,560	\$306,570
OTHER DIRECT NON-SALARY COSTS	, , , , , ,	, ,	, .,.	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Y - 7	, ,	, ,	, -, -	,,	, , , , , ,
TOTAL	ODC's n/a									\$(
									ĺ	
							Subco	ontractor M	arkup (5%)	\$4,540
Total Duan and Factors	Tayl: 44	O. Duelest C	ana Davida							****
Total Proposed Fee for:	Task 10	0: Project Sc	ope Develo	pment						\$311,110



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						AECON	4		TASK 200A PR	:	N PROGR ean	KAM MAN	AGEMIEN LSC		ES (PR	E-ENVIRON	AEG			US Cost		CI	G*			C&S			ZANN*	
					Design	Management an				Electrica			Program C				Program S			Program Cos		Public In				Sustainability		Ου	treach/Compliance	
		PROGRAM MANAGER	AIRSIDE MANAGER	QUALITY/ STRATEGY	PROJECT	ENVIRONMENTA MANAGER	AL ENVIRONMENTAL BIM SUPPORT MANAGER	BIM	GEOTECHNICAL ADMINISTRATIVI R SUBJECT SUPPORT/	AIRFIELD ELECTRICAL	AIRSPACE SPECIALIST	PROJECT CONTROLS	ASSISTANT PROJ CONTS	DOCUMENT	SYSTEMS SUPPORT	SCHEDULER SC MANAGER	CHEDULER	SCHEDULER RISK II MANAGER	ESTIMATING LEAD	ESTIMATOR 3	ESTIMATOR 3		BLIC MATION INF	PUBLIC SUSTAINABILIT ORMATION Director	Y FAINABILITY MANA Senior Consultant	M SUSTAINABILITY S	SUSTAINABILITY SU		PLIANCE COMPLIANO NAGER COORDINAT	CE OR
	SCOPE / TASK TITLE	INTERCENT	IIPEROLIT	Ollowicol	1	INCOLL	COLLOCK MANAGER	COORDINATO	MATTER EXP. INVOICING	MANAGER	GI EGGEIGI	MANAGER	MANAGER	MANAGER	TECHNICIAN	meecoun		II III	100					ECIALIST 2 Scientist 5		Scientist 3		Scientist 3	NOEK GOOKENKI	TOTAL
	A: Pre-Design PM Services (Pre-Environmental)																													
2.01 I	Program Management, Design Oversight and Administration Glockoff Meeting	8	8	8	8	4	4			4		10										5	5	10 1	1 2	2	-			
2.01.2 I	Establish Program Governance Structure	120	120	120	120	-	1					10										J	_	10 1						
2.01.3 I	Regular Coordination Meetings (18) Regular Stakeholder Coordination Meetings (40)	90 160	90 160	45 60					8	36 40	36 40	71 160				20 40		40				36 3 80 8	36 30		4	4		$-\!+\!$	$-\!\!\!\!+\!\!\!\!-\!\!\!\!\!-$	+
2.01.4	Develop QA Plan	24	40	8	80		 			40	40	100				40		40				80 6	50	-	- 4				-+	
2.01.6 I	Project Charter, Update to Business Case, Define Stakeholder Engage.	160	120	40	160																									
	Develop Overall Phasing and Logistics Plan dentify Funding Sources / Grant Application Assistance	80 12	120 96	16 12	160				+ +										-						+'	\vdash		-+		+
2.01.9 I	PFC Assistance - DELETED	12	30	12																										
2.01.10	Government Agency Coordination (24) Airspace Review	100	100	20 8						40 48	220														↓ ——'	├			\longrightarrow	
	All'space Review Design Management	416	2 416	104	728		40	80	80	160	336 24														+	+	+	-+		
2.01.13 I	Review /Augment Design Standards and Specifications	40	8	8	160					16																				
	Risk Assessment and Management Plan Program Management Plan	40 116	40 116	16 58			 		+	16	8	200													+'	\vdash	+	\longrightarrow	\longrightarrow	
2.01.10	rogram wanagement ram	110	110	30	110							200																		
	Program Controls Activities											000	040																	
	Program Wide Contract, Budget Accounting, Financial Management Document Control System Development and Implementation	-		 	+		+ +	+	+ +	1		266 298		940				-	1	1		 	-		+'	+	-+	-+	-+-	+
2.02.3 I	Master Program Baseline Schedule	40		40								20	20	- 10		856	24	680								二	二士			
2.02.4	Cost and Budget Development and Management Develop Cost and Schedule KPIs	130		220	1			+	+ +		1		130 130			0			104	556	140					+	-	$-\!\!\!\!+\!\!\!\!\!-$	-	1
	Program Reporting		1	1	+		+ + + -	+	+ + + -	1	1	149	230	 		3		+	1	 	1	 	-+	-	+	+	-+	-+	-+-	+
2.02.7	Program Management Software Implementation														192															
	Program Management Training Support Administrative Support	24	24	1	24		24	_	24			149 136	130 130			-			1	-		 			 '	├	\longrightarrow	\longrightarrow	-+	+
2.02.10	Contracts Management - DELETED											130	130																	
2.02.11 I	ntegration of Program Schedule with DEN PMIS											136	130			60											=			
2 03	Public Information Outreach Activities																-								-	-	-			
2.03.1 I	Public Information Planning																					360 3	75	300			=			
	Project Meetings and Coordination																					350 3	50	350	<u> </u>					
	Develop Foundational Project Collateral Media Relations								+ +								-		1	1		250 4 200 2		400 50	+'	\vdash	+	+	-+-	
	Government Affairs																					200 1	50	50						
221	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1																													
	Sustainability Activities Review Previously Prepared Studies and Documentation																							8	60	66	20	20		
2.04.2	Stakeholder Mapping																								8	8	4	4		
2.04.3	nterviews /isioning and Ideas Charatte			1					+ +										-	ļ						24 70		6 40		
2.04.4 2.04.5	Establishment of Sustainability and Resilience Goals						 																	-	70 40	40		8	-+	
2.04.6	Feam Charter around Sustainability Commitments																								6	12	2	2		
	Sustainability and Resilience Education -ramework for Intefrating Sustainability and Resilience						 		+																20	20 40		10 10	\longrightarrow	
2.04.9 I	dentification of High-Level Opportunities for Sustaiability and Resilience																								35	50	8	10		
2.04.10 I	Development of Alternatives Criteria for Evaluation																								20	20	6	8		
2 05	Environmnetal Support Activities																								-	\vdash	-	-		
2.05.1	Coordinate Submittals and Correspondence with Environmental Team					320																								
	Monitor Government to Government Consultation					40 80			+ +														_		 '	↓		$-\!+\!$	$-\!\!\!\!+\!\!\!\!-\!\!\!\!\!-$	+
2.05.3	Review Early Planning Documents					80	40																					$\overline{}$		
2.06	Outreach and Compliance																													
	Program Development Oversight Program Implentation and Monitoring			 	+		+ + + -	-	+ + +		1			}		-			1	 	 	 			+'	+	+		96 96	+
2.06.3	Continuous DBE Outreach and Engagement																										二世		156	
2.06.4	Procurement and Scope Allignment							+	+										1				$ \blacksquare$		+-	$+ \Box$	$ \mp$	$ \blacksquare$	96 180	
2.06.6	Contract Complaince and Reporting (B2G and monthly submissions) Goal Achievement and Future Projections Monitoring		1	1	+		+ + + -	+	+ + + -	1	1	1		 				+	1	 	1	 	-+	-	+	+	-+	-+	50 154	+
	Capacity Building Initiatives																										=		72	
2.07	Project Management	200							200																		\rightarrow			
																											二世			
	TOTAL HOURS	1762	1460	783	1988	444	160 68	80	88 224	360	444	1880	1880	940	192	979	24	680 40	104	556	140	1481 15	96	1160 9	318	358	90	118 4	170 430	2
	BURDENED RATE	\$321.73	\$226.91	\$328.85	\$105.5	57 \$209.43	3 \$156.75 \$243.72	2 \$103.62	\$207.30 \$93.62	\$272.80	\$259.16	\$145.36	\$127.55	\$134.91	\$129.72	\$250.00 \$	170.00	\$170.00 \$140.00	\$210.56	\$144.80	\$162.38	\$215.00 \$1	21.00	\$99.00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$18	85.00 \$122.0	00 \$17
																													0.050 \$55.	
٥.	TOTAL LABOR \$ THER DIRECT NON-SALARY COSTS	\$566,886	\$331,291	\$257,487	\$209,87	6 \$92,986	\$25,080 \$16,573	ა \$8,290	\$18,242 \$20,971	\$98,208	\$115,067	\$273,276	\$239,785	\$126,815	\$24,906	\$244,750	\$4,080	\$115,600 \$5,600	\$21,899	\$80,506	\$22,733	\$318,415 \$19	ა,116 \$1	114,840 \$1,820	\$46,257	\$44,637	\$16,U41	\$15,844 \$8	6,950 \$52,46	50 \$3,811
	TRAVEL			Airfare @	Car @	Lodging @	Per Diem @ No. of																							1
			# People	\$500) \$2	50 \$40	0 \$200 Times			.0.	0110.6	150/2	000											-						
	Task 2.01.3 In-Person Coordination Meetings (4) Task 2.05.1 Pre Scoping Meetings (1 week)		11	1 \$22,000 1 \$500			0 \$8,800 0 \$800	1	Ramos, Smith, Oscars Oscarson	on, +2 Lean, +	+2 US Cost, +2	z AEGIS, +2 (U&S																	\$59 \$3
	Table 2.00. I FTE Gooping Meetings (Tweek)			, ֆ ეეე	J \$8	ου φ1,30	υ φυσυ	<u>. </u>	Cocaroun																					\$3
1																														\$63
	TOTAL ODC's																													
	TOTAL ODC's																												I (E0/.)	****
	TOTAL ODC's																										Subc	contractor Mar	kup (5%)	\$113
																											Subo	contractor Ma	rkup (5%)	
To	TOTAL ODC's Total odc's	Task 200A:	Pre-Design	PM Services	s (Pre-Environ	mental)																					Sub	contractor Ma	rkup (5%)	\$113 \$3,987

Rev. 6



							AECOM		TASK	200B PRE	-DESIGN PROG	GRAM MANAGEME	NT SERVI	CES (EN)) AEGIS		US Cost		CIG*	i		C&S	c			ZANN*
						Design Ma	AECOM anagement and Coord	lination				Lean Electrical/Airspace	-	Program Co			MEGIS im Schedule	i	Program Cost	į	Public Information			Sustaina				ZANN [*] each/Compliance
		PROGRAM	AIRSIDE QUAL	JTY/ PROJECT	PROJECT	TECHNICAL ENVIRO	ONMENTAL ENVIRONMENT/	AL CONSTRUCTION BIM	BIM GEOTECHN	NICAL LANDSIDE	ARCHITECT ADMINISTRATIVE	E AIRFIELD AIRSPACE	PROJECT	ASSISTANT	DOCUMENT SYSTEMS	SCHEDULER SCHEDULER	R SCHEDULER	RISK ESTIMATING	ESTIMATOR 3 ESTIMATOR :	ESTIMATOR 3 PUBLIC		SUSTAINABILITY		SUSTAINABILITY			AINABILITY COMPLIA	
SCOPE / TASK TITLE		MANAGER	MANAGER STRATE	TEGY COORDINATOR	COORDINATOR	SUPPORT MAN	IANAGER SUPPORT	MANAGER MANAGER	R COORDINATOR SUBJECT		COORDINATOR SUPPORT / INVOICING	ELECTRICAL SPECIALIST MANAGER	CONTROLS	PROJ CONTS MANAGER	CONTROLS SUPPORT MANAGER TECHNICIAN	MANAGER III		MANAGER LEAD		INFORMATI	N INFORMATION INFORMATION SPECIALIST 1 SPECIALIST 1		Senior Consultant S Scientist 4	Sustainability Consultant Scientist 3			al Consultant MANAG	GER COORDINATOR
200B: Pre-Design PM Services (Environmental	al Assessment)																											
8 Program Management, Design Oversight and Administ																												
Weekly Coordination Meetings Ongoing Stakeholder Coordination Meetings Maintain & Monitor QA Plan		220 104	220 40	0 220 0 104	220	60 7	220	48	24	48			98	98							46		78	39				
2 Ongoing Stakeholder Coordination Meetings		104	104 40	J 104	104	24		24	8	24	24	80 80				148	50	48		52	52		12	6				
3 Maintain & Monitor QA Plan		24	24 16 24 8	6 40 3 80	40 80	40	\rightarrow			\rightarrow		40 32																
Maintain and Adjust Overall Phasing and Logistics Plan Identify Funding Sources / Grant Application Assistance		12	96 12	2 00	- 00	- 60				\rightarrow	$\overline{}$	32																
6 Maintain Design Criteria Manual 7 PFC Assistance - DELETED		24	24 8	3 80	80	80				_		 																
7 PFC Assistance - DELETED																												
8 Government Agency Coordination		100	100 20	J 200	80			24		24	24	160								35	25		24	12		1	12	
.9 Draft Reimbursable Agreement		24	40 8	80	80	80				\rightarrow		80																
10 Develop Power Connectivity and Needs Assessment Plan 11 Airspace Review	11		24 8 8 8	3 8	80	80 8				\rightarrow																		
12 Design Management	•	8 624	624 100	8 00 624	624			80	120 80	220	220	80 264 200																
13 Facilitate Project Delivery Charette for Alternative Delivery	ry	24	24 24	4 80 4 40	80	24		80				24																
14 Maintain Risk Assessment and Management Plan		24	24 24	4 40	40	40						32								45								
15 Program Management Plan Update 16 Maintain Project Charter and AIM Development Project Life	Life Cycle	160	10 8	3 40 0 200	8	40 160				\rightarrow		+								15								
	IIIe Oycie	100	120 40	200		100				_		-								15								
9 Program Controls Activities	7											4																
Program Wide Contract, Budget Accounting, Financial Ma Document Control System Development and Implementation	/lanagement												360	360														
Document Control System Development and Implementation	ation						\rightarrow			\rightarrow		++-	180	280	1240	450 00	000											
3 Master Program Schedule Management 4 Cost and Budget Management				-	++		-+-			-	-	+	180 180	180 180		456 20	266	624	2568 692	200								
5 Maintain Cost and Schedule KPIs	-			_						-		 		180				024	2000 002	200								
.6 Program Reporting													180 180	180	200	80												
.7 Program Management Software Management															192													
.8 Program Management Training Support		24	24	24	24	24	\rightarrow	24 24		\rightarrow	24	++-	180	80	440													
.9 Administrative Support 10 Contracts Management - DELETED		\rightarrow	-	_	\rightarrow		$\overline{}$			$\overline{}$			180	180	440													
11 Integration of Program Schedule with DEN PMIS		-	-	-			$\overline{}$			$\overline{}$		+ + + + + + + + + + + + + + + + + + + +	162	162														
Public Information Outreach Activities																												
.1 Public Information Planning .2 Project Meetings and Coordination																				130	130 100 250 250							
2 Project Meetings and Coordination			$\overline{}$		++		-			\rightarrow		+		-						200	250 250							
.3 Develop Foundational Project Collateral .4 Public Meeting Support for EA Team					+					-		+		 						150	200 150							
5 Media Relations										_		 								150	200 200 150 150							
.6 Government Affairs																				100	100 100							
					4						-	4																
1 Sustainability Activities																							40			40 4	12	
.1 Visioning and Ideas Charatte .2 Env Team Coordination on ENVISION Goals										\rightarrow	$\overline{}$	+											90	90		18 1 40 2	20	
Support of EA Development to Integrate ENVISION Sustainability and Resilience Design Charette	-			_						-		 											60	60		40 3	30	
.4 Sustainability and Resilience Design Charette																							60	80	25	40		
Sustainability and Resilience Education Discipine Specific Meetings																							60 50	60 40		30		
.7 Develop ENVISION Roadmap										\rightarrow		+										120	265		200	0		
.8 Development of LEED Roadmap			-		+					\rightarrow		+ + -										110	200	120	130			
.9 Input into Design Report	•			·																			220 50	120 50	20	0 40		
2 Environmetal Support Activities							$\overline{}$																					
.1 Coordinate Submittals and Correspondence with Environm .2 Monitor Government to Government Consultation	montal Toron						100 100			\rightarrow																		
Z I INICIDITOR GOVERNMENT TO GOVERNMENT Consultation	mental Team					4	480 120 40 24																					
Nioriitor Government to Government Consultation Review Early Planning Documents	nmental Team					4 4 2	480 120 40 24 280 120																					
.3 Review Early Planning Documents .4 Review Draft EA Documents	nmental Team					2	280 120 80 40																					
.3 Review Early Planning Documents .4 Review Draft EA Documents .5 Review Final EA Documents	nmental Team					2 { 2	280 120 80 40 240 120																					
Review Early Planning Documents Review Draft EA Documents Review Final EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI)	nmental Team					2 { 2	280 120 80 40																					
Review Early Planning Documents Review Draft EA Documents Review Final EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI)	nmental Team					2 { 2	280 120 80 40 240 120																					
Review Early Planning Documents Review Draft EA Documents Review That EA Documents Review That EA Documents Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance	nmental Team					2 { 2	280 120 80 40 240 120																				290	3 271
Review Early Planning Documents Review Draft EA Documents Review Final EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI)	nmental Team					2 { 2	280 120 80 40 240 120																				293	3 271 0 180
3. Review Early Planning Documents 4. Review Draft & Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance 1. Monitoring 2. Goal Recovery and Future Projection	nmental Team					2 { 2	280 120 80 40 240 120																				293	3 271
Review Early Planning Documents Review Cont EA Documents Review Final EA Documents Review Early Review Final Experience Review Early Review Final Experience Review Experience Review Early Review Final Experience Review Early Review Final Experienc	nmental Team	200				2 { 2	280 120 80 40 240 120				200																293	3 271 0 180
3. Review Early Planning Documents 4. Review Draft & Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance 1. Monitoring 2. Goal Recovery and Future Projection	nmental Team		1496 36-36-36-36-36-36-36-36-36-36-36-36-36-3	¥ 1900	1548	2 8 2 2 4	280 120 80 40 240 120 40 24		120 112	316			1880	1880	1880 192	684 20	316	48 624	2568 692	200 1093	1153 950	240	1009	777	375	218 7		
Review Early Planning Documents Review Draft & Documents Review Final EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance Monitoring Goal Recovery and Future Projection	TOTAL HOURS	1620			1548	780 13	280 120 80 40 240 120 40 24	200 104			316 224	728 344		1880	1880 192				2568 692				1009				74 353	3 451
3. Review Early Planning Documents 4. Review Daris EA Documents 5. Review Final EA Documents 6. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) 7. Outreach and Compliance 7. Monitoring 7. Goal Recovery and Future Projection 7. Project Management				34 1900 28.85 \$105.57		780 13	280 120 80 40 240 120 40 24	200 104	120 112 72 \$103.62 \$207.		316 224	728 344							2568 692 \$144.80 \$162.34			240	1009	777				3 451
Review Early Planning Documents Review Parl EA Documents Review Print EA Documents Review Final EA Documents Assist on Finding of No Significant impacts (FONSI) Outreach and Compliance Monitoring Goal Recovery and Future Projection Project Management	TOTAL HOURS BURDENED RATE	1620 \$321.73	\$226.91 \$32	28.85 \$105.57	57 \$99.26	780 13 \$148.82 \$2	280 120 80 40 240 120 40 24 1380 448 1380 448	200 104	72 \$103.62 \$207.	7.30 \$271.64	316 224 \$168.05 \$93.62	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
Review Early Planning Documents Review The AD Documents Review Final EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance Monitoring Goal Recovery and Future Projection Project Management	TOTAL HOURS	1620	\$226.91 \$32	28.85 \$105.57	57 \$99.26	780 13 \$148.82 \$2	280 120 80 40 240 120 40 24 1380 448 1380 448	200 104		7.30 \$271.64	316 224 \$168.05 \$93.62	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55		\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56		\$158.95 \$215.0	0 \$121.00 \$99		\$145.46		\$178.23	\$134.27 \$1	74 353	3 451 5.00 \$122.00
3 Review Early Planning Documents 4 Review Draft EA Documents 5 Review Final EA Documents 6 Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance 1 Monitoring 2 Goal Recovery and Future Projection Project Management	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119	28.85 \$105.57 9,700 \$200,586	\$99.26 \$6 \$153,653	780 15 \$148.82 \$2 \$116,083 \$28	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 89,012 \$70,223	200 104	72 \$103.62 \$207.	7.30 \$271.64	316 224 \$168.05 \$93.62	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3. Review Early Planning Documents 4. Review Draft EA Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) 3. Outreach and Compliance 1. Monitoring 2. Goal Recovery and Future Projection 4. Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25	57 \$99.26 86 \$153,653 Lodging @ Pe	780 11 \$148.82 \$2 \$116,083 \$28	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223 No. of Immes	200 104 \$360.41 \$243.: \$72,082 \$25,34	72 \$103.62 \$207. 47 \$12,435 \$23,2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3. Review Early Planning Documents 4. Review Draft & Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) 7. Monitoring 7. Goal Recovery and Future Projection 7. Project Management 8. OTHER DIRECT NON-SALARY COSTS TRAVEL 8. Task 2.08.1 Coordination Meetings (4)	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223 No. of Immes	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3. Review Early Planning Documents 4. Review Draft EA Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) 3. Outreach and Compliance 1. Monitoring 1. Goal Recovery and Future Projection 4. Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.1 Delivery Charette	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223 No. of Immes	200 104 \$360.41 \$243.: \$72,082 \$25,34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3. Review Early Planning Documents 4. Review Draft & Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) 7. Monitoring 7. Goal Recovery and Future Projection 8. Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (CIG)	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223 No. of Immes	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3. Review Early Planning Documents 4. Review Draft EA Documents 5. Review Final EA Documents 6. Assist on Finding of No Significant Impacts (FONSI) 1. Outreach and Compliance 1. Monitoring 2. Goal Recovery and Future Projection 1. Project Management 1. Project Management 1. OTHER DIRECT NON-SALARY COSTS TRAVEL 1. Task 2.08.1 Coordination Meetings (4) 1. Task 2.08.1 Delivery Charette Printing Costs (CIG) LEED for New Construction Registration Fee	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223 No. of Immes	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3 Review Early Planning Documents 4 Review Draft EA Documents 5 Review Final EA Documents 5 Review Final EA Documents 6 Review Final EA Documents 6 Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance Monitoring 2 Goal Recovery and Future Projection Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (CIG) LEED for New Construction Registration Fee LEED for Core and Shell Registration Fee	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223 No. of Immes	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3 Review Early Planning Documents 4 Review Draft EA Documents 5 Review Final EA Documents 6 Review Final EA Documents 6 Assist on Finding of No Significant Impacts (FONSI) 1 Outreach and Compliance 1 Monitoring 2 Goal Recovery and Future Projection Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.1 Delivery Charette Printing Costs (CIG) LEED to New Construction Registration Fee	TOTAL HOURS BURDENED RATE TOTAL LABOR \$	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3 Review Early Planning Documents 4 Review Darl EA Documents 5 Review Final EA Documents 6 Assist on Finding of No Significant Impacts (FONSI) 1 Outreach and Compliance 1 Monitoring 2 Goal Recovery and Future Projection 1 Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (CIG) LEED for New Construction Registration Fee LEED for New Construction Registration Fee	TOTAL HOURS BURDENED RATE	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00
3 Review Early Planning Documents 4 Review Draft EA Documents 5 Review Final EA Documents 6 Assist on Finding of No Significant Impacts (FONSI) 1 Monitoring 2 Goal Recovery and Future Projection 4 Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (CIG) LEED for New Construction Registration Fee LEED for New Construction Registration Fee	TOTAL HOURS BURDENED RATE TOTAL LABOR \$	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1 \$29,272 \$1	74 353 5148.66 \$185 511,001 \$65,	3 451 5.00 \$122.00 305 \$55,022
3 Review Early Planning Documents 4 Review Daris EA Documents 5 Review Final EA Documents 5 Review Final EA Documents 6 Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance 1 Monitoring 2 Goal Recovery and Future Projection Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (CIG) LEED for New Construction Registration Fee LEED for Cee and Shell Registration Fee	TOTAL HOURS BURDENED RATE TOTAL LABOR \$	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1 \$29,272 \$1	74 353 \$148.66 \$185	3 451 5.00 \$122.00 305 \$55,022
Review Early Planning Documents Review Final EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance Monitoring Goal Recovery and Future Projection Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (GIG) LEED for New Construction Registration Fee LEED for Core and Shall Registration Fee	TOTAL HOURS BURDENED RATE TOTAL LABOR \$	\$321.73 \$521,200	\$226.91 \$32 \$339,460 \$119 Airfare # People 11 \$22	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 36 \$153,653 Lodging @ Pe 50 \$400 00 \$17,600	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1 \$29,272 \$1	74 353 5148.66 \$185 511,001 \$65,	3 451 5.00 \$122.00 305 \$55,022
Review Early Planning Documents Review Draft EA Documents Review Final EA Documents Assist on Finding of No Significant Impacts (FONSI) Outreach and Compliance Monitoring Goal Recovery and Future Projection Project Management OTHER DIRECT NON-SALARY COSTS TRAVEL Task 2.08.1 Coordination Meetings (4) Task 2.08.13 Delivery Charette Printing Costs (GIG) LEED for New Construction Registration Fee LEED for Core and Shell Registration Fee	TOTAL HOURS BURDENED RATE TOTAL LABOR \$ TOTAL ODC'S	\$321.73 \$521,200	\$226.91 \$32 \$339.460 \$119 Arfarc # People 11 \$22 3 \$	28.85 \$105.57 9,700 \$200,586 re @ Car @ \$500 \$25 22,000 \$11,00	57 \$99.26 16 \$153,653 16 \$153,653 16 \$400 17 \$400 17 \$50 \$400 18 \$1,200 19 \$1,200 10 \$1,200 10 \$1,200 10 \$1,200 10 \$1,200 10 \$1,200 10 \$1,200 10 \$	2 2 8 8 2 2 4 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1	280 120 80 40 240 120 40 24 1380 448 1380 448 2209.43 \$156.75 \$70.223	200 104 5 \$360.41 \$243 \$72.082 \$25.34	72 \$103.62 \$207. 47 \$12,435 \$23,2 arson, Lean, Hannah, +2	7.30 \$271.64 217 \$85,840	316 224 \$168.05 \$93.62 \$53,103 \$20,971	728 344 ! \$272.80 \$259.16	\$145.36	\$127.55	\$134.91 \$129.72	\$250.00 \$170.00	0 \$170.00 \$	\$140.00 \$210.56	\$144.80 \$162.38	\$158.95 \$215.0	0 \$121.00 \$99	00 \$202.21	\$145.46	\$124.68	\$178.23	\$134.27 \$1 \$29,272 \$1	74 353 5148.66 \$185 511,001 \$65,	3 451 5.00 \$122.00 305 \$55,022

August 27, 2021



TASK 200C PRE-DESIGN PROGRAM MANAGEMENT SERVICES (IF EIS)

	SCOPE / TASK TITLE	LABOR AND EXPENSES BUDGET
Task 2000	C: Pre-Design PM Services (if EIS)	
	Program Management, Design Oversight and Administration	
	Veekly Coordination Meetings	\$665,00
	Ongoing Stakeholder Coordination Meetings	\$312,00
	/laintain & Monitor QA Plan /laintain and Adjust Overall Phasing and Logistics Plan	\$30,00 \$60,00
	dentify Funding Sources / Grant Application Assistance	\$50,00
	Maintain Design Criteria Manual	\$76,00
	PFC Assistance - DELETED	\$
	Provide FAA, CDOT, TSA, etc. Coordination	\$240,00
	Oraft Reimbursable Agreement	\$70,00
	Power Connectivity and Needs Assessment	\$94,00
	uirspace Review and Analysis Design Management	\$160,000 \$1,240,000
	acilitate Project Delivery Design Charette for Alternative Delivery	\$1,240,00
	Risk Assessment and Management Plan	\$65,00
	Program Management Plan Update	\$35,00
	Maintain Project Charter and AIM Development Project Life Cycle	\$160,00
0.40	Outule Addition	
	Program Controls Activities Program Wide Contract, Budget Accounting, Financial Management	\$118,00
	Ocument Control System Development and Implementation	\$352,00
	Master Program Baseline Schedule, including WBS	\$138,00
	Cost and Budget Development and Management	\$176,00
2.16.5 D	Develop Cost and Schedule KPIs	\$98,000
	Program Reporting	\$121,000
	Program Management Software Implementation	\$100,000
	Program Management Training Support	\$160,000
	Administrative Support	\$100,000
	Contracts Management - DELETED	\$0,000
2.16.11 Ir	ntegration of Program Schedule with DEN PMIS	\$90,000
2.17 P	Public Information Outreach Activities	
2.17.1 P	Public Information Planning	\$34,000
2.17.2 P	Project Meetings and Coordination	\$39,000
	Develop Foundational Project Collateral	\$68,000
	Supporting DEN Media Relations	\$23,000
2.17.5 S	Supporting DEN with Government Affairs	\$23,000
2.18 S	Sustainability Activities	
2.18.1 E	nv Team Coordination to Integrate Sustainability	\$60,000
	Support EIS Development to Integrate ENVISION into NEPA	\$70,000
	Sustainability and Resiliency Charette	\$70,000
	Sustainability and Resilience Education	\$50,000
	Discipline Specific Meetings	\$35,000
	Development of ENVISION Roadmap (Includes LEED) Apput into Design Report	\$80,000 \$60,000
2.10.1	iput into Design Neport	Ψ00,000
2.19 E	Invironmnetal Support Activities	
	Coordinate Submittals and Correspondence with Environmental Team	\$133,000
	Monitor Government to Government Consultation	\$10,000
	Review Pre-Draft EIS Chapters and Appendicies	\$116,000
	Review Draft EIS Documents Review Final EIS Documents	\$34,000 \$100,000
	Assist on Record of Decision (ROD)	\$100,000 \$17,000
		\$17,00°
	Outreach and Compliance	
	Monitoring	\$200,00
2.20.2 G	Soal Recovery and Future Projection	\$38,00
2.21 P	Project Management	\$150,00
	Subcontractor Markup (5%)	\$123,15
	Gubcontractor Markup (379)	Ψ120,10
	ALDUNAN FOR THE COMP. D. L. DUC. L. (17512)	AA.C.C. 1=
Tot	tal Proposed Fee for: Task 200C: Pre-Design PM Services (if EIS)	\$6,313,15



TASK 300 DESIGN PROGRAM MANAGEMENT SERVICES

	SCOPE / TASK TITLE	LABOR AND EXPENSES BUDGET
Task 30	00: Design PM Services	
3.01	Program Management, Design Oversight and Administration	#20.00
3.01.1	Kickoff Meeting Weekly Coordination Meetings	\$28,000 \$578,000
3.01.3	Ongoing Stakeholder Coordination Meetings	\$316,000
3.01.4	Maintain & Monitor QA Plan	\$250,000
3.01.5	Maintain and Adjust Overall Phasing and Logistics Plan	\$100,000
3.01.6	Identify Funding Sources / Grant Application Assistance Maintain Design Criteria Manual	\$50,000 \$60,000
3.01.8	PFC Assistance - DELETED	\$00,000
3.01.9	Provide FAA, CDOT, TSA, etc. Coordination	\$100,000
3.01.10	Provide NAVAIDS Analysis Analysis and Review	\$75,000
3.01.11	Airspace Review and Analysis	\$138,000
3.01.12	General and Supplemental Conditions Specs Design Team Management	\$75,000 \$4,062,000
3.01.14	Project Site Visit Coordination	\$150,000
3.01.15	Design Management and Reviews	\$220,000
3.01.16	Review CSPP	\$37,000
3.01.17	Review 7460 and 7480 Permitting Process	\$37,000 \$75,000
3.01.10	Value Engineering	\$75,000
3.01.20	DEN AIM Project Lifecycle Process	\$500,000
3.01.21	ALP and Airport Master Record Coordination	\$150,000
3.01.22	FAA LOB Coordination	\$372,000
3.01.23	Code Complaince Review FAA Reporting	\$250,000 \$250,000
3.01.24	SRM Assistance (perfomed by others)	\$250,000 \$50,000
3.01.26	Technical Requirements for Alt Delivery	\$62,000
3.01.27	Land Acq. Assistance	\$50,000
3.01.28	Risk Management	\$100,000
3.02	Program Controls Activities	
3.02.1	Program Wide Contract, Budget Accounting, Financial Management	_ \$62,000
3.02.2	Document Control System Development and Implementation	\$696,000
3.02.3	Master Program Baseline Schedule, including WBS	\$152,000
3.02.4	Cost and Budget Development and Management	\$577,000
3.02.5	Review Design Team Cost Estimates Review Design Team Schedules	\$12,000 \$12,000
3.02.7	Maintain Cost and Schedule KPIs	\$12,000
3.02.8	Program Reporting	\$62,000
3.02.9	Change Order Reviews	\$24,000
3.02.10	Change Negotiation Support	\$12,000
3.02.11	Program Management Software Implementation Program Management Training Support	\$62,000 \$62,000
3.02.13	Administrative Support	\$62,000
3.02.14	Contracts Management - DELETED	\$0
3.02.15	Integration of Program Schedule with DEN PMIS	\$100,000
3.03	Public Information Outreach Activities	
3.03.1	Public Information Planning	\$30,000
3.03.2	Project Meetings and Coordination	\$20,000
3.03.3 3.03.4	Update Foundational Project Collateral Public Meetings/Speakers Bureau	\$32,000 \$77,000
3.03.5	Supporting DEN Media Relations	\$20,000
3.03.6	Supporting DEN with Government Affairs	\$20,000
3.04 3.04.1	Sustainability Activities Sustainability Design Charatte #2	# 00.000
3.04.1	Sustainability Design Charette #2 Sustainability Education	\$66,000 \$36,000
3.04.2	Discipline Specific Meetings	\$55,000 \$55,000
3.04.4	Tracking of ENVISION Roadmap	\$55,000
3.04.5	Identification of Recommendations for Selected Alternative	\$41,000
3.04.6	Design Report Updates ENVISION Verification Credits	\$19,000
3.04.7	LEED Administration	\$80,000 \$162,000
0.04.0	LLLD / MITHINGRAROTI	φ102,000
3.05	Environmnetal Support Activities	
3.05.1	Monitoring and Reporting	\$50,000
2.00	Outwood Compliance	
3.06 3.06.1	Outreach Compliance Monitoring	\$100,000
3.06.1	Goal Recovery and Future Projection	\$100,000
3.07	Project Management	\$300,000
3.08	Maintain PMT Office and Vehicles	\$460,000
	Subcontractor Markup (5%)	\$147,300
	Estimated Fee for:	\$11,934,300



March Marc	Т	ASK 400 P	ROCUREM	ENT PRO	GRAM M	ANAGEMEN	IT SERVIC	ES					
PROJECT MANAGER MANAGER STRUTTEY MANAGER STRUTTEY MANAGER STRUTTEY MANAGER M				AECOM				LSG		AEGIS	ZANN		
NAMES NAMES NAMES NAMES STRATESY NAMES COORDINATION COORDINATION PRILODITS ASSISTANT NAMES NAM			Design M	lanagement and	I Coordination		Pr	ogram Controls		Schedule	DBE Compliance	е	
SCOPE / TASK TITLE		PROGRAM	AIRSIDE	QUALITY/	CONSTRUCTION	PROJECT	PROJECT	ASSISTANT	ADMINISTRATIVE	SCHEDULER	COMPLIANCE		
Task 400: Procurement Program Management Services		MANAGER	MANAGER	STRATEGY	MANAGER	COORDINATOR	CONTROLS	PROJ CONTS	ASSISTANT	MANAGER	MANAGER		
4.01 Coordinate Procurement for CMAR 300 300 260 80 300 470 240 48 1998 402 Facilitate Pre-Bid or Pre Proposal 40 40 8 40 40 48 1776 48 103 100	SCOPE / TASK TITLE					1	MANAGER	MANAGER					ΓΟΤΑL
Facilitate Pre-Bid or Pre Proposal	Task 400: Procurement Program Management Servic	es											
4.03 Coordinate RF 24 24 8 24 24 8 24 48 24 48 24 48 24 48 24 48 24 48 24 48 24 48 24 48 24 24	4.01 Coordinate Procurement for CMAR	300	300	260	80	300	470	240	48				
4.05 Facilitate Bid Openings	4.02 Facilitate Pre-Bid or Pre Proposal	40		8		40			48				176
4.05 Facilitate Bid Openings				8						80			208
4.06 Bid Review and Proposal Reviews				8					48				
4.07 RFQ/RFP Construction Interviews 40 40 8 4 40				8					48				
4.08 Final Award Recommendations 24 24 8 4 24 8 8 4 24 8 8 4 24 8 8 4 24 8 8 4 24 8 8 8 8 8 8 8 8 8				8	4	40					10		
4.09 Mobilize PMT Office				8	4	40							
TOTAL HOURS 556 516 316 92 596 550 320 400 80 10 3,436 BURDENED RATE \$321.73 \$226.91 \$328.85 \$360.41 \$105.57 \$145.36 \$127.55 \$76.45 \$170.00 \$185.00 \$192.89 TOTAL LABOR \$ \$178,881 \$117,086 \$103,915 \$33,158 \$62,921 \$79,948 \$40,815 \$30,580 \$13,600 \$1,850 \$662,753 OTHER DIRECT NON-SALARY COSTS Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.) \$920,000 TOTAL ODC'S \$920,000 Subcontractor Markup (5%) \$8,340		24	24	8	4	24							
BURDENED RATE \$321.73 \$226.91 \$328.85 \$360.41 \$105.57 \$145.36 \$127.55 \$76.45 \$170.00 \$185.00 \$192.89 TOTAL LABOR \$ \$178,881 \$117,086 \$103,915 \$33,158 \$62,921 \$79,948 \$40,815 \$30,580 \$13,600 \$1,850 \$662,753 OTHER DIRECT NON-SALARY COSTS Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.) \$920,000 \$920,000 TOTAL ODC'S \$920,000 \$	4.09 Mobilize PMT Office	40				80	80	80	160				440
BURDENED RATE \$321.73 \$226.91 \$328.85 \$360.41 \$105.57 \$145.36 \$127.55 \$76.45 \$170.00 \$185.00 \$192.89 TOTAL LABOR \$ \$178,881 \$117,086 \$103,915 \$33,158 \$62,921 \$79,948 \$40,815 \$30,580 \$13,600 \$1,850 \$662,753 OTHER DIRECT NON-SALARY COSTS Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.) \$920,000 \$920,000 TOTAL ODC'S \$920,000 \$													
TOTAL LABOR \$ \$178,881 \$117,086 \$103,915 \$33,158 \$62,921 \$79,948 \$40,815 \$30,580 \$13,600 \$1,850 \$662,753 OTHER DIRECT NON-SALARY COSTS Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.) \$920,000 \$920,000 TOTAL ODC'S \$920,000 \$920	TOTAL HOL	RS 556	516	316	92	596	550	320	400	80	10		3,436
OTHER DIRECT NON-SALARY COSTS Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.) \$ 920,000 \$ 920,000 TOTAL ODC's \$ 920,000 Subcontractor Markup (5%) \$ 8,340	BURDENED F	ATE \$321.73	\$226.91	\$328.85	\$360.41	\$105.57	\$145.36	\$127.55	\$76.45	\$170.00	\$185.00		\$192.89
Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.) \$ 920,000 \$ 920,000 TOTAL ODC's \$ 920,000 Subcontractor Markup (5%) \$ 8,340		R \$ \$178,881	\$117,086	\$103,915	\$33,158	\$62,921	\$79,948	\$40,815	\$30,580	\$13,600	\$1,850		\$662,753
TOTAL ODC's \$ 920,000 Subcontractor Markup (5%) \$ 8,340													
Subcontractor Markup (5%) \$ 8,340	Task 4.09 Mobilize PMT Office (lease, utilities, supplies, etc.)		\$ 920,000									\$	920,000
	TOTAL OF	C's										\$	920,000
					-			-					
Total Proposed Fee for: Task 400: Procurement Program Management Services \$ 1,591,093									Subco	ntractor Mar	kup (5%)	\$	8,340
Total Proposed Fee for: Task 400: Procurement Program Management Services \$ 1,591,093													
Total Proposed Lee to 1. Task 400. Produtement Program Management Services \$ 1,331,033	Total Proposed Fee for:	Tack 400.	Drocuroment I	Drogram Man	agomont Son	icos						•	1 501 002
	Total Proposed Fee for:	1 aSK 400:	Procurement i	Program Mar	iagement Serv	ices						a)	1,091,093



TASK 500 CONSTRUCTION PROGRAM MANAGEMENT SERVICES

5.01	SCOPE / TASK TITLE LABOR A	ND EXPENSES BUDGET
	00: Construction Program Management Services	2.11 2.11 2.0 2.0 2.0
5.01.1	Program Construction Management, Design Oversight Pre-Construction Conference	\$11,000
5.01.2 5.01.3	Overall CM for FAA and other Regulatory Ongoing Stakeholder Coordination Meetings	\$3,000,000 \$340,000
5.01.4 5.01.5	Contractor Pay Applications Contractor Change Documents	\$196,000 \$197,000
5.01.6	Stakeholder Coordination	\$150,000
5.01.7 5.01.8	QA Plan Safety Program	\$250,000 \$250,000
5.01.9 5.01.10	Overall Phasing and Logistics Funding Sources and Grant Applications	\$200,000 \$100,000
5.01.11	PFC Assistance - DELETED	\$0
5.01.12 5.01.13	FAA, CDOT, TSA Coordination CA Management (Design Team)	\$100,000 \$375,000
5.01.14 5.01.15	Review Lab, Mill, Performance Tests Coordinate FAA LOB for FAA Equipment	\$250,000 \$880,000
5.01.16	FAA Progress Reporting	\$250,000
5.01.17 5.01.18	Contractors Claim Resolution Coordinate Substantial and Final Completion	\$300,000 \$50,000
5.01.19	As Built Drawings BIM Documentation	\$250,000 \$565,000
5.01.21 5.01.22	Site Visits Risk Management	\$563,000 \$250,000
		\$250,000
5.02 5.02.1	Construction Materials Testing - QA Base Project: RW, TW, High Speeds, Connectors	\$600,000
5.02.2 5.02.3	Alt 1: Additional Parallel TW and High Speeds Alt 2: Airfield Bridges	\$150,000 \$200,000
5.02.4	Alt 3: New De-Ice Pad	\$200,000
5.02.5 5.02.6	Alt 5: Tunnels Alt 6: Surface Roads (Jackson Gap and Trussville)	\$100,000 \$75,000
5.02.7 5.02.8	Alt 7: New Airfield Lighting Vault Alt 8: New Supplemental ATCT	\$25,000 \$300,000
5.02.9	Alt 9: Taxiway Lima	\$200,000
5.02.10 5.02.11	Alt 11: Relocation of South Campus Facilities QA Laboratory	\$150,000 \$950,000
5.03	Quality Assurance Survey - QA	
5.03.1	Field Topo QA Survey	\$350,000
5.03.2 5.03.3	Drone or Aircraft LiDAR Survey Office Support and Resolution	incl incl
5.04	Construction Inspection Services	
5.04.1	Base Project: RW, TW, High Speeds, Connectors	\$6,000,000
5.04.2 5.04.3	Alt 1: Additional Parallel TW and High Speeds Alt 2: Airfield Bridges	\$1,500,000 \$2,000,000
5.04.4 5.04.5	Alt 3: New De-Ice Pad Alt 5: Tunnels	\$2,000,000 \$1,000,000
5.04.6	Alt 6: Surface Roads (Jackson Gap and Trussville)	\$750,000
5.04.7 5.04.8	Alt 7: New Airfield Lighting Vault Alt 8: New Supplemental ATCT	\$250,000 \$3,000,000
5.04.9 5.04.10	Alt 9: Taxiway Lima Alt 11: Relocation of South Campus Facilities	\$2,000,000 \$1,500,000
0.01.10	The Thirthogodion of Court Campact dominoc	ψ1,000,000
5.05	Program Controls Activities	
5.05.1 5.05.2	Program Wide Contract, Budget Accounting, Financial Management Document Control Management	\$177,000 \$177,000
5.05.3	Master Program Schedule Management	
		\$266,000
5.05.4 5.05.5	Cost and Schedule Management Maintain Cost and Schedule KPIs	
5.05.5 5.05.6	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting	\$266,000 \$1,763,000 \$217,000 \$2,288,000
5.05.5 5.05.6 5.05.7 5.05.8	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates	\$266,000 \$1,763,000 \$217,000 \$2,288,000 \$12,000 \$128,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review	\$266,000 \$1,763,000 \$217,000 \$2,288,000 \$12,000 \$128,000 \$50,000 \$39,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis	\$266,000 \$1,763,000 \$217,000 \$2,288,000 \$12,000 \$128,000 \$50,000 \$39,000 \$46,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management	\$266,000 \$1,763,000 \$2,288,000 \$12,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support	\$266,000 \$1,763,000 \$217,000 \$2,288,000 \$12,000 \$50,000 \$39,000 \$46,000 \$177,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support	\$266,000 \$1,763,000 \$2,288,000 \$1,2,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$233,000 \$845,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED	\$266,000 \$1,763,000 \$2,288,000 \$12,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$233,000 \$845,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support	\$266,000 \$1,763,000 \$2,288,000 \$1,2,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$233,000 \$845,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.14 5.05.15 5.05.16 5.05.17	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination	\$266,000 \$1,763,000 \$2,277,000 \$2,288,000 \$12,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$233,000 \$45,000 \$765,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.14 5.05.14 5.05.14 5.05.15 5.05.15 5.05.15 5.05.16 5.05.17	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List	\$266,000 \$1,763,000 \$2,277,000 \$2,288,000 \$12,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$177,000 \$233,000 \$45,000 \$765,000 \$100,000 \$75,000 \$25,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.14 5.05.15 5.05.16 5.05.17	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management	\$266,000 \$1,763,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$233,000 \$765,000 \$765,000 \$100,000 \$75,000 \$25,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17 5.06.1 5.06.1 5.06.2 5.06.3 5.06.4 5.06.5 5.06.4 5.06.5	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral	\$266,000 \$1,763,000 \$2,17,000 \$2,288,000 \$12,000 \$128,000 \$39,000 \$46,000 \$177,000 \$1477,000 \$233,000 \$45,000 \$765,000 \$0 \$75,000 \$100,000 \$130,000 \$130,000 \$25,000 \$300,000 \$300,000
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5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17 5.06.1 5.06.1 5.06.2 5.06.3 5.06.4 5.06.4 5.06.5 5.06.6 5.06.7 5.06.8	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Control Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring	\$266,000 \$1,763,000 \$2,288,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$39,000 \$39,000 \$46,000 \$177,000 \$233,000 \$445,000 \$765,000 \$100,000 \$75,000 \$130,000 \$300,000 \$152,000 \$152,000 \$152,000 \$75,000 \$75,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17 5.06.2 5.06.3 5.06.4 5.06.2 5.06.3 5.06.4 5.06.5 5.06.6 5.06.7 5.06.8 5.06.9 5.06.10 5.06.11	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Media Relations Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring Sustainability Activities Sustainability Activities	\$266,000 \$1,763,000 \$2,77,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$39,000 \$46,000 \$177,000 \$233,000 \$445,000 \$765,000 \$75,000 \$100,000 \$75,000 \$130,000 \$152,000 \$152,000 \$150,000 \$150,000 \$150,000 \$150,000 \$150,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17 5.06.1 5.06.1 5.06.2 5.06.3 5.06.4 5.06.5 5.06.3 5.06.5 5.06.6 5.06.7 5.06.8 5.06.9 5.06.10 5.06.11	Cost and Schedule Management Maintain Cost and Schedule KPls Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Media Relations Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring	\$266,000 \$1,763,000 \$2,17,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$39,000 \$39,000 \$46,000 \$177,000 \$177,000 \$233,000 \$45,000 \$765,000 \$100,000 \$75,000 \$130,000 \$300,000 \$152,000 \$152,000 \$150,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17 5.06.1 5.06.2 5.06.3 5.06.3 5.06.4 5.06.5 5.06.6 5.06.7 5.06.5 5.06.6 5.06.7 5.06.9 5.06.10 5.06.11	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Media Relations Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring Sustainability Activities Sustainability Activities Sustainability Education Tracking of ENVISION Roadmap	\$266,000 \$1,763,000 \$2,288,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$39,000 \$39,000 \$46,000 \$177,000 \$233,000 \$445,000 \$765,000 \$75,000 \$130,000 \$30,000 \$30,000 \$30,000 \$30,000 \$310,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.11 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.15 5.05.16 5.05.15 5.06.1 5.06.2 5.06.3 5.06.4 5.06.5 5.06.6 5.06.7 5.06.8 5.06.9 5.06.10 5.06.10 5.06.11	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Media Relations Supporting DEN with Media Relations Supporting DEN with Media Relations Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring Sustainability Activities Sustainability Education Tracking of ENVISION Roadmap Tracking of Measures during Construction Tracking of LEED Roadmaps	\$266,000 \$1,763,000 \$2,763,000 \$2,288,000 \$1,2000 \$12,8000 \$128,000 \$128,000 \$39,000 \$46,000 \$177,000 \$233,000 \$445,000 \$75,000 \$100,000 \$75,000 \$130,000 \$152,000 \$152,000 \$152,000 \$152,000 \$152,000 \$152,000 \$75,000 \$150,000 \$75,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.12 5.05.13 5.05.14 5.05.15 5.05.15 5.05.16 5.05.17 5.06.2 5.06.2 5.06.3 5.06.2 5.06.3 5.06.4 5.06.5 5.06.7 5.06.9 5.06.10 5.06.11 5.07.2 5.07.1 5.07.2 5.07.3	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Media Relations Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring Sustainability Activities Sustainability Education Tracking of ENVISION Roadmap Tracking of Measures during Construction Tracking of LEED Roadmaps Environmnetal Support Activities Monitoring and Reporting Outreach Compliance	\$266,000 \$1,763,000 \$2,288,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$39,000 \$39,000 \$46,000 \$177,000 \$233,000 \$445,000 \$765,000 \$75,000 \$130,000 \$30,000 \$30,000 \$310,000
5.05.5 5.05.6 5.05.7 5.05.8 5.05.9 5.05.10 5.05.12 5.05.13 5.05.14 5.05.15 5.05.16 5.05.17 5.06.2 5.06.3 5.06.4 5.06.2 5.06.3 5.06.4 5.06.5 5.06.6 5.06.1 5.06.1 5.06.1 5.06.2 5.06.3 5.06.4 5.06.5 5.06.1 5.06.7 5.06.8 5.06.1	Cost and Schedule Management Maintain Cost and Schedule KPIs Program Reporting Review Contractor Baseline Schedule Monthly Contractor Scheduel Updates Change Order Negotiations Recovery Schedule Review Time Impact Analysis Program Management Software Management Construction Document Control Management Monthly Schedule and Pay Request Reviews Program Management Training Support Administrative Support Contracts Management - DELETED Public Information Outreach Activities Public Information Planning Project Meetings and Coordination Crisis and Issues Management Update Stakeholders List Develop Branding/Visual Identity for Project Events Update Foundational Project Colleteral Public Meetings/Speakers Bureau Supporting DEN with Media Relations Supporting DEN with Media Relations Supporting DEN with Governmental Affairs Hotline and/or Project Email Development and Monitoring Sustainability Activities Sustainability Activities Sustainability Activities Sustainability Activities Monitoring and Reporting Outreach Compliance Program Implementation	\$266,000 \$1,763,000 \$2,1763,000 \$2,288,000 \$12,000 \$128,000 \$128,000 \$50,000 \$39,000 \$46,000 \$177,000 \$177,000 \$177,000 \$100,000 \$75,000 \$130,000 \$330,000 \$300,000 \$300,000 \$310,000
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TASK 600 RUNWAY COMMISSIONING AND PROJET CLOSEOUT

	SCOPE / TASK TITLE	LABOR AND EXPENSES BUDGET
Task 6	00: Runway Commissioning and Project Closeout	
6.01	Final Construction Documents and Approvals	\$195,000
6.02	Final Design Documents and Invoices	\$180,000
6.03	Secrure all Spare Parts, Maintenance Schedules, Ops Manuals, etc.	\$158,000
6.04	Address and Part 139 Certifications with FAA Certification Inspector	\$70,000
6.05	Assist and Coordinate Final Inspections	\$25,000
6.06	3rd Party Certifications for ENVISION - DELETE SUBTASK	\$0
6.07	Post Construction Submittals for ENVISION and LEED	\$58,000
6.08	Case Study and Debreif for Improvement	\$70,000
6.09	Recommendations for Future Projects	\$28,000
6.10	Record Drawings	\$210,000
6.11	Summary Reports for Materials, Testing, Changes	\$80,000
6.12	Project Specific Reports, incl FAA Final Report	\$270,000
6.13	Flight FAA Checks and Testing	\$142,000
6.14	Review Final Claims and Cost Issues	\$75,000
6.15	Cost Settlement	\$75,000
6.16	Demobilize Program Office	\$216,000
6.17	Upload / Transmit all Documentation	\$230,000
	Subcontractor Markup (5%)	\$24,650
	Estimated Fee for:	\$2,106,650
	Estimated Fee for:	\$2,1



					TAS	K 700 EC	ONOMIC	BENEFIT	STUDY									
						AECOM						LS	G*	CIG*	ArLa	nd*	ZANN*	
					Design M	anagement and C	Coordination					Program	Controls				DBE Compliance	
	PROGRAM	QUALITY/	ECONOMICS	PLANNER V	PLANNER V	ECONOMICS	PLANNER	ECONOMICS	SENIOR	ECONOMICS	LANDSIDE	PROJECT	ASSISTANT	CREATIVE	PLANNER	PLANNER/GIS	COMPLIANCE	
	MANAGER	STRATEGY	/ ADVISORY			MANAGER	Ш	ANALYST	ECONOMICS	DATA	MANAGER	CONTROLS	PROJ CONTS	DIRECTOR	III		MANAGER	
SCOPE / TASK TITLE			LEAD						ANALYST	ANALYST		MANAGER	MANAGER					TOTA
sk 700: Economic Benefit Study																		
O1 Kickoff and Previous Studies Review	4	4	16	16		40			40		8				8	8		
D2 Best Practices and Global Trends			24		60	16					16				16	16		
03 Establish Front Range Growth Baseline			16			16	80	40	8	160					24	24		
04 Statistical Synthesis and Scenario Development			24			16	80	40	12	120	16				40	40		
05 Impact Analysis			60			12		60	60		12				20	20		
706 Triple Bottom Line Anaysis			16			48	48	48	100					222	8	8		
D7 Draft and Final Report	8	8	80	24	20	120	80	80	120		24	36	18	222	24	36	20	
TOTAL HOURS	12	12	236	40	80	268	288	268	240	280	76	36	18	222	140	152	20	2
BURDENED RAT	E \$321.73	\$328.85	\$236.16	\$228.60	\$228.29	\$129.29	\$122.72	\$100.06	\$107.47	\$87.91	\$271.64	\$145.36	\$127.55	\$126.00	\$175.00	\$160.00	\$185.00	\$145
TOTAL LABOR S	\$3,861	\$3,946	\$55,734	\$9.144	\$18.263	\$34.649	\$35.342	\$26,817	\$25.792	\$24,614	\$20,645	\$5.233	\$2,296	\$27,972	\$24,500	\$24,320	\$3.700	\$346.8
OTHER DIRECT NON-SALARY COSTS			<u> </u>									. ,						
TRAVEL			Airfare @	Car @	Lodging @	Per Diem @	No. of											
		# People	\$500	\$250	\$400	\$200	Times				\$258,808		\$7,529	\$27,972		\$48,820	\$3,700	
Task 7.07 Draft and Final Report		1	\$1,000	\$500	\$800	\$400	2		Economics / /	Advisory Lead								\$ 2,
TOTAL ODC's																		\$ 2
															Sub Contract	or Mark Up (5%)	\$ 4
Total Proposed Fee for:	Task 700:	Economic Be	enefit Study															\$ 353
																		, 300

Revision 6 August 27, 2021

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	PROGRAM	AIRSIDE	QUALITY/	PROJECT	PROJECT TI	CHNICAL INVIRC	ONMENTAENVIRO	ONMENTACONSTRUCTI	ION BIM	DIM	GEOTECHNICAL	LANDSIDE E	ECONOMICS	PLANNER V PL	ANNER V ECONON	ICS PLANNER	ECONOMICS	SENIOR ECC	NOMICS ARCHIT	ECT COMINISTRA	TIVE ARFIELD	AIRSPACE F	ROJECT ASSI	STANT DOCUMENT	PROJECT	SYSTEMS	TRAINING CON	TRACTS ADMINISTRATI	NE PROJECT S	SCHEDULER SC	HEDULER SCHEDUL	ER RISK	COST E	ESTIMATING ES	TIMATOR 3 ESTIM	MATOR 3 ESTIMATOR	3 PUBLIC	PUBLIC I	CREATIVE PL	IBLIC SUSTAINABI	LITY SUSTAINABILITY MA	AGER SUSTAINABI	LITY SUSTA	NABILITY SUSTAINABILIT	Y SUSTAINABILITY COM	PLIANCE COMPLIA	JANCE PLANNER	RIII PLANNERGIS
	MANAGER	MANAGER	STRATEGY	COORDINATOR	DORDINATOR 5	UPPORT MA	NAGER SUPI	PORT MANAGES	R MANAGER	COORDINATO	OR SUBJECT	MANAGER /	ADVISORY		MANAG	ER II	ANALYST	CONOMICS	ATA COORDIN	ATOR SUPPORT	/ ELECTRICAL	SPECIALIST C	ONTROLS PROJ	CONTROLS	REPORTING	SUPPORT	SUPPORT MA	AGER ASSISTANT	CONTROLS	MANAGER		MANAGER	MANAGER	LEAD			INFORMATION	INFORMATION 0	DIRECTOR INFOR	MATION Director	Senior Consults	Sustainability Co	naultant Principal	Consultant Senior Consults	nt Principal Consultant MA	WAGER COORDIN	NATOR	
				1	2						MATTER EXP.		LEAD					ANALYST AT	ALYST	INVOICIN	G MANAGER		ANAGER MAN	AGER MANAGER	ANALYST	TECHNICIAN	SPECIALIST		MANAGER III								MANAGER	SPECIALIST 1	SPEC	DALIST 2 Scientist	Scientist 4	Scientist :	Sci	ientist 4 Scientist 3	Scientist 4			
RATE	\$123.85	\$87.35	\$126.59	\$40.64	\$38.21	\$57.29 \$	80.62 \$	60.34 \$138.7	4 \$93.8	2 \$39.8	9 \$79.80	\$104.57	\$90.91	\$88.00	\$87.88 \$49	.77 \$47.2	\$38.52	\$41.37	33.84 \$64	1.69 \$36.	94 \$100.00	\$95.00	\$66.91 \$5	8.71 \$62.10	\$52.98	\$59.71	\$39.33 \$	62.10 \$35.19	9 \$0.00	\$0.00	\$0.00 \$0.	.00 \$0.00	\$0.00	\$87.18	\$59.95	67.23 \$65.8	1 \$83.41	\$36.96	\$39.15 \$	29.81 \$63.	25 \$4	5.50 \$3	9.00	\$55.75 \$42.0	\$46.50	70.00 \$48	8.00 \$1	.00 \$1.00
OTAL DIRECT LABOR \$	\$ 123.85	\$ 87.35	\$ 126.59	\$ 40.64	\$ 38.21 \$	57.29 \$	80.62 \$ (60.34 \$ 138.7	4 \$ 93.8	2 \$ 39.8	9 \$ 79.80	\$ 104.57 \$	90.91	\$ 88.00 \$	87.88 \$ 49	.77 \$ 47.2	\$ 38.52	\$ 41.37 \$	33.84 \$ 64	1.69 \$ 36.0	04 \$ 100.00 \$	95.00 \$	66.91 \$ 5	8.71 \$ 62.10	\$ 52.98	\$ 59.71 \$	\$ 39.33 \$	62.10 \$ 35.19	9 \$ - 5	\$ - \$	- S -	\$ -	\$ - \$	87.18 \$	59.95 \$ 6	67.23 \$ 65.8	1 \$ 83.41	\$ 36.96 \$	39.15 \$	29.81 \$ 63.	25 \$ 4	5.50 \$ 3	9.00 \$	55.75 \$ 42.0	0 \$ 46.50 \$	70.00 \$ 48	8.00 \$ 1.	.00 \$ 1.00
OVERHEAD @	131.94%	131.94%	131.94%	131.94%	131.94% 1	31.94% 13	1.94% 13	1.94% 131.94	131.94	% 131.94	131.94%	131.94%	131.94%	131.94% 1	31.94% 131.9	131.94	131.94%	131.94% 13	1.94% 131.	94% 131.9	4% 148.00%	148.00%	93.97% 93	.97% 93.97%	93.97%	93.97%	93.97% 9	3.97% 93.97	% 0.00%	0.00%	0.00% 0.0	0% 0.00%	119.57%	119.57% 1	119.57% 119	9.57% 119.57	% 0.00%	0.00%	0.00%	0.00% 178.0	0% 178	00% 178	.00% 1	78.00% 178.00	% 178.00%	0.00% 0.0	.00% 0.0	J0% 0.00%
PROFIT @	12%	12%	12%	12%	12%	12%	12%	12% 12	196 12	% 12	96 12%	12%	12%	12%	12%	2% 129	12%	12%	12%	12% 1:	2% 10%	10%	12%	12% 12%	12%	12%	12%	12% 129	% 0%	0%	0%	0% 0%	10%	10%	10%	10% 10	96 096	0%	0%	0% 1	5%	15%	15%	15% 15'	% 15%	0%	0%	0% 0%
L BURDENED LABOR @	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60 2.6	60 2.6	30 2.6	60 2.60	2.60	2.60	2.60	2.60	2.60 2.6	2.60	2.60	2.60	2.60 2	.60 2.73	2.73	2.17	2.17 2.17	2.17	2.17	2.17	2.17 2.1	7 1.00	1.00	1.00 1	.00 1.00	2.42	2.42	2.42	2.42 2.4	1.00	1.00	1.00	1.00 3	.20	3.20	3.20	3.20 3.2	0 3.20	1.00	1.00 1	1.00 1.00
Burdened	\$321.73	\$226.91	\$328.85	\$105.57	\$99.26	148.82 \$2	09.43 \$1	56.75 \$360.4	11 \$243.7	2 \$103.6	2 \$207.30	\$271.64	\$236.16	\$228.60 \$	228.29 \$129	.29 \$122.7	\$100.06	\$107.47	87.91 \$168	3.05 \$93.0	62 \$272.80	\$259.16 \$	145.36 \$12	7.55 \$134.91	\$115.10	\$129.72	\$85.44 \$1	34.91 \$76.4	5 \$250.00	\$170.00 S	170.00 \$140.	.00 \$180.00	\$0.00	\$210.56	144.80 \$1	62.38 \$158.9	5 \$215.00	\$121.00	\$126.00 \$	99.00 \$202.	21 \$14	5.46 \$12	4.68 \$	178.23 \$134.2	7 \$148.66 \$1	85.00 \$122	2.00 \$175	.00 \$160.00

August 18, 2021

EXHIBIT C

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

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER

Denver International Airport 8500 Peña Boulevard, Suite 8810

Denver CO 80249 Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Consultant 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 per policy aggregate must be maintained.

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

2. Business Automobile Liability:

Consultant 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 Consultant 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. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
- 3. Workers' Compensation and Employer's Liability Insurance:

Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and 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. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
- 4. Professional Liability (Errors and Omissions) Insurance:
 Consultant shall maintain a minimum limit of \$10,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
- 5. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
 - a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
- 6. Unmanned Aerial Vehicle (UAV) Liability:

If Lessee 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 each 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 and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

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. Said notice shall be sent thirty (30) 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) days prior.
- 3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

- 1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
- 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. 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.
- 4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
- 5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 6. 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 discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

- 7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
- 8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) 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 set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- 12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
- 13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
- 14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

Exhibit D

PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: August 2021

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

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

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these services may include, but are not limited to programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various systems additions, improvements, and modifications at Denver International Airport.
- 1.2.2 Should a Task Order scope of work require an engineering discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 The term "Task Order" when it is used in this Agreement means all of the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for any and all professional design services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.
- 1.2.4 Should there be any conflict between this exhibit and the Scope of Work (Exhibit A), Exhibit A shall take precedence.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

2.1.1 The Consultant, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional design and engineering services for specific task scopes of work. The Consultant must be a licensed architect or

professional engineer in the State of Colorado. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, may include but are not limited to the following:
 - 2.1.2.1 Design administration
 - 2.1.2.2 Design analysis programming
 - 2.1.2.3 All Scope of Work identified in Exhibit A of the contract
 - 2.1.2.4 Energy and/or LEED analysis and conformance to latest energy requirements
 - 2.1.2.5 Cost estimating services
 - 2.1.2.6 Security, communications, lightning protection design services
 - 2.1.2.7 Construction schedule services
 - 2.1.2.8 Preparation and reproduction of schematic, bid, and construction documents.
 - 2.1.2.9 Bid evaluation
 - 2.1.2.10 Commissioning coordination
 - 2.1.2.11 Code analysis
 - 2.1.2.12 Building information modeling in Revit
 - 2.1.2.13 Construction administration
 - 2.1.2.14 Agreement closeout services
 - 2.1.2.15 Preparation of record or "as built" documents to include, but not limited to, updated Revit models
- 2.2 TASK ORDER SCOPE OF WORK
 - 2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.
 - 2.2.2 The Consultant shall provide a fee proposal that includes the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.

- 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.
- 2.2.2.4 Identification of cost-plus fixed fee, not to exceed design fee.
- 2.3 TASK ORDER REQUEST FOR PROPOSAL
 - 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed Task Order Authorization (see form-PS-03). In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
 - 2.3.2 Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Consultant will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each Task Order Authorization, and these versions will supersede previous published versions.
 - 2.3.3 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Consultant will be provided those specifications and criteria for the development of each assigned Task Order(s). The Consultant will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Consultant's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Consultant will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Consultant will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Consultant to proceed within its acceptable standard of care. Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.

2.3.4 Following this agreement, the Consultant acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the project manager must be a licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager 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 City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Consultant will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.
- 2.4.4 The Consultant may submit, and the City 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 the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development 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 SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Consultant shall submit their design QA/QC plan with all Task Order proposals and a current status of the plan per Task Order 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 contractors whose work connects or interfaces with the Consultant's Task Order scope of work. The Consultant's fee proposal for each Task Order will include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
 - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Consultant may include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's Task Order fee proposals may require field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the Task Order Authorization is received by the Consultant, the Consultant will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

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 Federal Aviation Administration rules and regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies

of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications, and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 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 Design Services Authorization (see form PS-03). The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 5.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings

- dates. The City will provide monthly training for the Primavera Unifier system to Consultants.
- 5.1.3 Schedules: Immediately following the kick-off meeting, the Consultant shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon receipt of the executed Task Order, the Consultant will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 5.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Consultant shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by Consultant within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Consultant from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.
- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will be only be received by the Consultant through an executed Task Order Authorization Amendment (see form PS-04). The Consultant cannot proceed on any work changes without an executed Task Order amendment.
- 5.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP) Form (PS-16). The DEN Project Manager will provide written acceptance of all VECP's

- within 14 days of submission. Any VECP that does not have written acceptance is not approved.
- 5.2.6 Project Risk: when requested, the Consultant will assist the DEN Project Manager define construction project risks.

5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW

- 5.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter AIP Projects (FAA) (see form PS-28) shall be used.
- 5.3.2 Advertising for Bid: All requirements for Consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal.
- 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.

5.4 CONSTRUCTION ADMINISTRATION

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

5.5 ADDITIONAL SERVICES

- 5.5.1 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 (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-5), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a cost-plus fixed fee, not to exceed fee proposal that includes the following:
 - 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
 - 5.5.2.2 A completed Task Order {Agreement title} Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
 - 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.

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

5.6 TASK ORDER CLOSEOUT

- 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 5.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release Professional Services (see form PS-09) is submitted.

6 REFERENCED FORMS

Form #	Name
PS-02	Task Order Request for Proposal.docx
PS-03	Task Order Authorization (for Design).xlsx
PS-04	Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

Exhibit E

PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: July 2021

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 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 DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will 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 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct laborhours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
- 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 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, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.
- 4.3 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.4 The DEN Project 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 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.
- 4.5 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:

- 4.5.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
- 4.5.2 Signed subconsultant agreement(s)
- 4.5.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
- 4.5.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
- 4.5.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.6 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.7 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.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 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 seven (7) 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.

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

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 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.
- 7.2 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:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 7.2.7 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.
 - 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 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.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). 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.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN 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.
- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 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.

- 8.8 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.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 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.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 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 (see form PS-E).
- 8.14 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 it its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 9.1 DEN Project Manager Discretion
 - 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 9.2 Prior To Commencement of work Submittals Required

Exhibit E Page 6

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
- 9.2.3 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.
- 9.2.4 Work Schedule.
- 9.3 Monthly Submittals
 - 9.3.1 The Consultant shall submit the Monthly Progress Report.
 - 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.
- 9.4 Submittals Required After Task Order Request for Proposal
 - 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
 - 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
 - 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
 - 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
 - 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 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 shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN

Exhibit E Page 7

records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 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
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

Exhibit E Page 8

EXHIBIT F

REQUEST FOR QUALIFICATIONS AND CONSULTANT'S RESPONSE



REQUEST FOR QUALIFICATIONS

DEN FUTURE RUNWAY PROGRAM MANAGEMENT

SERVICES

NO. 202057158

JANUARY 28, 2021

REQUEST FOR QUALIFICATIONS (RFQ)

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

Contract Administrator (CA): LaQuisha Shaw

E-Mail: <u>contract.procurement@flydenver.com</u>

Request for Qualifications #202057158

QUALIFICATIONS MUST BE RECEIVED BY: March 1, 2021 at 2:00 PM Local Time

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 (Mountain Time Zone).

Event	Date
RFQ Advertisement	January 28, 2021
Mandatory Registration – Pre-Submittal Conference	February 5, 2021 at 2:00 PM
Mandatory Pre-Submittal Conference	February 8, 2021 at 10:00 AM
Last Date to Submit Written Questions	February 18, 2021 at 2:00 PM
Submittals Due Date	March 1, 2021 at 2:00 PM

Pre-Submittal Conference –MANDATORY

A MANDATORY Pre-Submittal Conference will be held virtually via Microsoft Teams at the date and time listed above in the Schedule of Activities. All participants are required to sign up for the Mandatory Pre-Submittal Conference via

https://www.eventbrite.com/e/den-future-runway-program-management-services-registration-138840490645

Registration must be completed no later than 2:00 PM LOCAL TIME on Friday, February 5, 2021.

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFQ, including any written questions submitted to DEN prior to the conference. A representative of your firm must attend this Pre-Submittal Conference. Failure to attend a mandatory Pre-Submittal Conference will disallow Submitters from submitting a response to this RFQ.

Microsoft Teams link will be provided to all registered participants via email.

RFQ Questions

DEN will not answer any telephone inquiries about this RFQ. 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 RFQ at the link below following the deadline for submittal of questions:

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

Submittal Location

The submittal shall be prepared in accordance with the Instructions to Submitters as described in Section IV of this RFQ. Submitters shall submit their submittal and all required forms via DEN's Rocky Mountain E-Purchasing System's (BidNet's) website:

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

Submittals are due by the date and time listed above in the Schedule of Activities. Submittals received after the deadline will be rejected by the City and returned to the Submitter.

Disadvantaged Business Enterprise (DBE) Participation

The Director of the Division of Small Business Opportunity has the authority to establish a project goal for federally funded expenditures contracted by the City and County of Denver. The specific goal for this project is:

25% Disadvantaged Business Enterprise (DBE) Participation Goal

Project goals must be met with certified participants as set forth in 49 CFR Part 26. A draft utilization plan is a required submittal as part of the response to this RFQ and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

Description

The City and County of Denver (Sponsor), owner and operator of Denver International Airport (DEN), is soliciting Statements of Qualifications (SOQ) from professional consulting firms to provide a qualified Project Management Team (PMT) that will serve as a DEN Sponsor Representative. The Program Management Services for this opportunity will executed in two phases, pending City approval. Phase I will include program management of up to 30% design deliverables for the Environmental Review. Once the Environmental Review Phase I is complete or nearing completion, DEN may execute an amendment to the contract to begin Phase II Project Management/Construction Management services to administer 100% design contract deliverables and construction of the 7th Runway.

SUBMITTAL REQUIREMENTS

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

- Qualifications Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV
- □ Required Forms all complete and signed
 - Submittal Acknowledgement Letter filled out completely and acknowledge all addenda
 - Submittal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing
- □ DSBO Forms
 - Commitment to DBE Participation
 - List of Proposed Subcontractors, Subconsultants, and/or Suppliers (1B)
- □ Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey include the completed survey with your submission)

REQUEST FOR QUALIFICATIONS

No. 202057158

DEN Future Runway Program Management Services

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to Denver's strategy to develop and maintain prosperous communities. Consequently, these values are imbedded into all of Denver's procurement processes to ensure competitive procurement that offers equitable opportunities for all potential proposers, including greater contracted and significant participation for minority, women-owned, and small businesses to ensure Denver's long-term economic, social, and environmental health. It is the City's expectation that all successful proposers demonstrate their commitment to 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 approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of integrity, stewardship, innovation, and humanity. We are looking for firms that share these values with us and will approach this contract with them at the forefront.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

II. SCOPE OF WORK

II.1. INTRODUCTION

II.1.1. STATEMENT OF PURPOSE

The City as (Sponsor), and as the owner and operator of Denver International Airport (DEN), is soliciting Statements of Qualifications (SOQ) from professional consulting firms to provide a qualified Project Management Team (PMT) that will serve as a DEN's Sponsor Representative. The Program Management Services for this opportunity will executed in two phases, pending City approval. Phase I will include program management for work up to 30% design deliverables for the Environmental Review. Once the Environmental Review Phase I is complete or nearing completion, the City may execute an amendment to the contract to begin Phase II Project Management/Construction Management services to administer 100% design contract deliverables and construction of the 7th Runway. Please note, a company may not have an oversight or decision-making role over themselves in another contract related to the 7th Runway or any other related work. This procurement and contracting will be conducted in compliance with FAA requirements for FAA-funded projects.

II.1.2. REQUEST FOR QUALIFICATIONS

This solicitation is open only to firms with substantial, direct, and relevant Aviation Program Management Services experience and the proposed project staff must have knowledge of the specialized practices and limitations associated with aviation and runway design and construction. The selected PMT and its core team must provide and maintain a proficient, cost-effective, and collaborative approach in executing the general scope of services defined in Section II.3.2 and as established through the Scope Development Task (SDT) that will commence upon notice of selection. The detailed Scope of Services will serve as the Project Management Plan (PMP) for both phases and incorporated into the final agreement between DEN and the PMT. The final Scope of Service is subject to DEN approval must comply with all applicable regulations and FAA orders governing the preparation of Engineering, Architecture, and Planning for Airport Improvement Program (AIP) grant funded projects and must include such additional analytical requirements as provided by DEN and the FAA prior to completion and acceptance.

DEN intends to issue a separate and concurrent RFQ to solicit Statements of Qualification for Design Services (Consultant) and a Request for Proposal (RFP) for the Environmental Review Consulting Services Team (Contractor). The Environmental Review (ER) contract will be prepared under a third-party consultant (Contractor) arrangement with the FAA as the lead federal agency for the National Environmental Policy Act (NEPA) process. NOTE: All applicants for this RFQ are strongly encouraged to review the Environmental Review RFP and Design Services RFQ for additional information on Scope of Services.

For the purpose of this opportunity, DEN will only enter into an agreement with one (1) qualified PMT to provide Program Management Services. This consultant will serve as the Sponsor's representative as defined herein and report directly to the DEN Principal Project Manager, or as determined by the DEN Airport Infrastructure Management Development (AIM DEV) Senior Director. The PMT will administrate the design consultant and construction contractor (procured under

separate contracts) to provide program management of all activities of the Consultant and contractor. This consultant may also provide administration of the Environmental Review (ER).

II.1.3. BACKGROUND

In 2019, more than 69 million passengers passed through DEN. This was a seven percent increase over 2018 and marked the sixth straight year of growth for the airport. Of this total, international passenger traffic increased 7.6% over 2018, for nearly 3.2 million passengers. In addition to passenger growth, the airport also saw an increase in mail, freight, and cargo operations. The nearly 672 million pounds of cargo transported was a 9.5% increase over 2018 and the highest annual cargo volume since 2005, when 683 million pounds of cargo passed through the airport. DEN ended 2019 with around 632 thousand aircraft movements which represented a 6.1% increase over 2018. In 2019, according to Airports Council International (ACI), DEN ranked 16th worldwide and 5th in North America in terms of annual passenger traffic and it ranked 5th worldwide and 5th in North America in terms of annual aircraft movements. When DEN was built 25 years ago, it was designed to handle approximately 50 million annual passengers.

In May 2018, a Findings of No Significant Impact (FONSI) for the thirty-nine gate-expansion project was issued by the FAA. This project when completed, will result in almost the complete build-out of existing Concourses A, B, and C. The Master Plan for the airport at full build-out includes a total of twelve runways, which planning for the 7th and potentially 8th runways that will occur in this project and construction of the seventh runway will be the first additional runway at DEN since construction of the sixth runway (16R/34L) in 2003.

In November 2019, DEN Planning and Design commenced with airfield and surrounding airspace simulation modeling, airfield and runway system demand and capacity analysis to assist and provide data for the subsequent Environmental Review. Although the location of future runway(s) has not been determined at this time, additional enabling project(s) may be necessary to support the full operations and implementation of the selected runway(s) through these analyses.

II.2. PROJECT PHASING OVERVIEW AND FAA CONTRACTING REQUIREMENTS

II.2.1. PROJECT PHASING OVERVIEW

The full Scope of Services for this project will be achieved in two (2) phases throughout the project duration. Phase I includes Program Management Services for up to 30% design deliverables for the Environmental Review phase for one or more future runway(s). Once the Environmental Review phase is complete, DEN may amend the contract for Phase II, to include PM/CM services for the 100% design contract deliverables and construction of the 7th Runway. The initial contract will include duration and funding for only Phase 1. The general outline below provides the basis of the contract terms for each Milestone, compliance with FAA Airport Circular 150/5100-14E, and a general resource for delivery of this project. These requirements may not be all inclusive and are subject to funding, DEN approval, and final City Ordinance. The PMT must prepare the full Scope of Services during the Scope Development Task (SDT), which must further define key deliverables that coincide with both of these phases. The Project Team referenced herein shall refer to DEN, design consultant, PMT, FAA and all lines of business associated with the project.

II.2.2. PHASE I: ENVIRONMENTAL REVIEW

- Upon selection of a qualified PMT and prior to the contract negotiation, the Project Team will
 commence the Scope Development Task defined in Subsection II.3.3.1. The primary focus
 will be to engage DEN Stakeholders and the Project Team to develop the scope of services
 that will serve as the Project Management Plan (PMP).
- The PMT must submit the scope, schedule, and fee in compliance with Subsection II.2.5, which must be submitted within forty-five (45) days after transmission of notice of selection and must include Phases I & II, including all associated future runway options listed in Subsection II.2.4.
- Once negotiations have been completed per Subsection II.2.5 and DEN has provided approval
 to proceed, the agreement will be submitted through City Council for final contract approval
 for Phase I only.
- The final contract must include full Program Management Services to administrate up to the Design Consultant's 30% design deliverable for the 7th Runway and potentially the 8th Runways at DEN. Design deliverables will be further defined through the SDT.
- The final contract may include full Program Management Services to administrate the Environmental Contractor during the NEPA process. The NEPA process will be further defined during the SDT.
- The final contract will include a provision permitting DEN to determine that it will not proceed with work beyond Phase I and, therefore, will not proceed with any amendments to the contract for additional work in Phase II. DEN may also determine at any point in this procurement that it will not enter into a contract as a result of this procurement and, accordingly, may terminate this procurement at its sole discretion without entering into a contract.
- DEN will require the final agreement to include a provision for termination for convenience by DEN at any time throughout the project duration, without payment of lost profits or other charges for work not performed.
- DEN is anticipating that a Construction Manager at Risk (CMAR) alternative construction delivery approach will be the preferred method for expediting the delivery of the 7th Runway, which is subject to change. With this alternative construction delivery approach, the PMT and Consultant must provide up to 30% contract deliverables to the DEN Principal Project Manager and assist in coordination with DEN Business Management Services (BMS), which BMS will be responsible for solicitation and facilitation of award of a construction contract prior to Phase II. The PMT must be responsible for coordinating and communicating with the Consultant to prepare and provide the necessary documents for this procurement

II.2.3. Phase II: Final Design Administration, Construction Management, and Quality Assurance

- Prior to completion of Phase I and the initial contract terms, DEN will formally transmit notification in writing on whether DEN intends to continue the project through Phase II.
- If DEN approves the PMT to proceed with Phase II, DEN will initiate a contract amendment to
 provide for further scope of services and will request approval for such amendment by City
 Council and all required signatories of City contracts. The intent is to amend the contract for
 time, any revisions to scope, negotiated fee and final cost to provide continued Program
 Management Services for the construction and DEN acceptance of the 7th Runway.

II.2.4. RUNWAY OPTIONS

There are six (6) potential Runway options identified on the Airport Layout Plan (ALP), which are listed below for consideration of the 7th Runway. These potential runway options are being considered and analyzed through the DEN Planning studies and the Environmental Review process. A, which includes a "No Action" alternative also is a potential result for the purpose of the Environmental Review process. DEN's planning studies for airspace simulation modeling and demand and capacity have not been completed at the time of this RFQ. The Consultant PMT may be required to provide a Project Management Plan (PMP) for up to six (6) options, which a "No Action" Alternative must be considered as a result of the Environmental Review process. However, DEN will provide further direction and a status update to the Consultant PMT upon notice of selection and prior to completion of the Environmental Review.

- 7R-25L Runway (max 12,000 ft)
- 8L-26R Runway (max 16,000 ft)
- 16R-34L Runway (max 12,000 ft)
- 15-33 Runway (max 12,000 ft)
- 18-36 Runway (max 12,000 ft)
- 17C-35C Runway (max 12,000 ft)
- "No Action" Alternative

II.2.5. FAA CONTRACTING REQUIREMENTS

This section is intended to provide the requirements on FAA contracting for Airport Improvement Program (AIP) airport grant projects. The final scope of services will be developed through the Scope Development Task (SDT), for the entire potential scope of the contract, including Phase II, which the outcome must provide an overall Project Management Plan (PMP) proposal and will serve as the final agreement between the PMT and DEN in accordance with FAA Advisory Circular 150/5100-14E Architectural, Engineering and Planning Consultant Services for Airport Grant Projects dated 09/25/2015 (or most recent revision). NOTE: The Consultant PMT must not submit any cost proposals or financials as part of the response to this RFQ.

- II.2.5.1. Upon notice-of-selection of the first-ranked PMT, DEN will initiate discussion through the Scope Development Task (SDT), contained herein, to fully define the scope of work and services to be provided in accordance with FAA Advisory Circular 150/5100-14E paragraph 2.12 Scope of Services. After agreement on a detailed scope of services has been reached for each phase, DEN will initiate actions to prepare an Independent Fee Estimate (IFE) in conformance with 3 CFR §200.323 and Table 3-67 of FAA Order 5100.38. Simultaneously, DEN will instruct the selected PMT to prepare and submit their person hours and cost proposal along with its response to DEN's sample contract and any other terms and conditions provided by DEN. To ensure the integrity of the negotiation process, DEN must not receive the fee proposal ahead of the IFE. The PMT must submit their cost proposals together with a detailed project proposal, which negotiations will then be conducted to reach a fair and reasonable fee, subject to the procedures indicated in FAA Advisory Circular 150/5100-14E paragraphs 2.13 and 2.14.
- **II.2.5.2.** The final agreement will be a cost-plus fixed fee, not-to-exceed contract value, which is not guaranteed. Payment will be for services performed for each phase approved by the DEN. DEN reserves the right to contract with one or more other consulting firms not party

to this contract for specific scope of services–if it determines this to be in DEN's best interest.

II.3. DESIGN REFERENCES, CODE REQUIREMENTS, GENERAL SCOPE OF SERVICES, AND TASKS

II.3.1. DESIGN REFERENCES AND CODE REQUIREMENTS

The successful PMT is solely responsible for all applicable Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) standards including Title 49 of the Code of Federal Regulations, and have a working knowledge of the latest FAA advisory circulars, engineering briefs, and all other pertinent and relevant codes and standards, such as the Denver Building Codes, applicable City Executive Orders, rules and regulations, and the latest edition of the applicable National Fire Protection Association (NFPA) Standards and Guidelines, National Electrical Code (NEC), International Codes (I-Codes), Colorado Department of Transportation Standards for Design and Construction of roadways and bridges, or any other State, Local, and Federal requirements.

The PMT must also follow all applicable DEN Design Standard Manuals (DSMs) referenced below. The DSMs are not to be used in lieu of codes, regulations, or any FAA Standards applicable to design and construction. The complete version of these documents can be found at business.flydenver.com website and/or accessed through the links below.

DSM LINKS

DOIVI LINKS	
II.3.1.1.	Standards and Criteria
II.3.1.2.	<u>Architectural</u>
II.3.1.3.	<u>Civil Infrastructure</u>
II.3.1.4.	Communication and Electronic Systems
II.3.1.5.	Digital Facilities and Infrastructure/BIM
II.3.1.6.	Electrical
II.3.1.7.	<u>Life Safety</u>
II.3.1.8.	Mechanical

II.3.2. GENERAL SCOPE OF SERVICES

Structural

II.3.1.9.

The PMT must provide full Program Management Services in accordance with this scope of services and as defined through the SDT. Administrative duties must focus on project managing, facilitating, and measuring effective team integration, making recommendations on adjustments to the Project schedule to reduce risks to the airport, change integration of program or other dynamic needs of DEN to mitigate risk and potential impacts to scope, schedule, budget. The PMT, at the direction of the DEN Principal Project Manager, must have the qualifications and personnel to lead, direct, coordinate, and manage the scope of services for each of the phases and Tasks defined to fully execute the final agreement. Services provided in each task contained herein may be interchangeable within all categories and/or separate services provided.

The selected PMT must provide program-level budget, cost and trend management services that may include establishing a cost management system in alignment with, and supportive of, Airport's budgeting and accounting requirements. Selected PMT must collect and present data from identified program projects; provide reports monthly, quarterly, annually, or at other intervals required by DEN and the FAA; prepare construction cost estimates, including concept, budgetary, and design estimates. The PMT will further review estimates provided by other agents and assist DEN in the

development of supporting project data for use in securing various types of funding. The selected PMT must provide qualified staff to support DEN with public outreach, stakeholder coordination; including public briefings, information workshops, media relations and project updates. These efforts are anticipated to gather public feedback and support to build consensus around preferred program and project approaches that minimize impacts to the community and DEN.

The PMT must provide expertise in alternative construction delivery methods, specific design discipline leads, such as Environmental, Civil, Architectural, Structural, or any other engineering discipline required to oversee each Task activity listed herein and as defined through the Scope Development Task to establish the final PMP. The list of Tasks provided below provide general activities to be performed by the PMT, which may not be all inclusive and may require additional Tasks for full execution of the Runway Project.

Furthermore, Sustainability is a key objective of Denver International Airport and is one of the design goals for this project. In addition to the NEPA review required by the FAA, DEN has set a requirement for this project to achieve the Silver level third party certification, at a minimum, under the Institute for Sustainable Infrastructure's Envision rating system. The Project Management Team must coordinate and integrate sustainability aspects from the early stages of planning and design through project completion.

II.3.3. GENERAL TASKS

II.3.3.1. TASK 100 – Scope Development

Overview:

The purpose of this task is to develop the scope of services, not-to-exceed fee, and schedule for each Milestone and associated activities as directed by DEN. It must also serve as the final services to be performed and final contract agreement between DEN and the PMT. This process serves to organize the Project Team(s), which includes the Consultant, PMT, DEN, and the FAA as required. The Project Team may also consist of DEN Stakeholders and Sponsors, Subject Matter Experts, or any other lines of business to inform, solicit information, or to obtain input from these entities.

This task must include detailed descriptions of all work to be performed, methodologies proposed, name and qualifications of the person performing each aspect of the work (including sub-consultants), estimated person-hours required for completion of each aspect, schedule for performing each activity and a description of the internal and external review procedures to assist quality control The scope of services is subject to DEN approval, available funding, and must comply with all applicable regulations and FAA orders governing the preparation of Fee Proposals and must include such additional analytical requirements as provided by the DEN prior to completion. The PMT must provide a draft scope of services to DEN Business Management Services for review within forty-five (45) days upon notice of selection. Any requests for extended durations must be approved by the DEN Principal Project Manager.

Methodology:

Upon notice of selection, DEN will initiate a pre-scoping teleconference to engage with the Project Team and Environmental Consultant to strategize on the best approach for development of the scope of a service for Phase I and II. This will include identifying DEN Stakeholders, Subject Matter Experts, Project Sponsors and required frequency of engagement, introduction of key core staff from each team, lines of communication and project organizational structure, coordination, frequency of meetings, evaluation of previous work for the program, review and development of the final scope of services. The list of meetings identified below are a minimum, which the focus, duration, attendance, and quantity of meetings will be determined during the prescoping teleconference with the Project Team to establish required meetings during the SDT as well as design, and construction focused meeting after contract execution.

Meetings:

- The PMT must conduct and/or facilitate a pre-scoping video conference and/or in person meeting with the Project Team.
- The PMT must conduct and and/or facilitate a study design kick-off video conference and/or in person meeting with the Project Team.
- The PMT must conduct and/or facilitate scoping video conference and/or in person meeting with the Project Team.
- The PMT must conduct weekly design Task Force meetings via video conference and/or in person with the Project Team.
- The PMT must conduct weekly construction meetings via video conference and/or in person with the Project Team and Contractor.

Additional meetings with DEN, Consultant, PMT, Environmental Contractor and FAA Staff maybe required beyond the meetings identified above for preparation and summary.

Result:

- The PMT must provide digital copies to DEN per FAA requirements.
 - Draft Scope of Services Detailed Outline for each phase.
 - Draft Scope of Services for each phase.
 - Fee Estimate (DEN will provide the required form/spreadsheet to the PMT for submission).
 - Project Schedule in Oracle P6 Primavera.
 - Final Scope of Services, Fee Estimate, Negotiations, and Schedule for each phase.

II.3.3.2. Task 200 – Predesign Program Management Services

- Initiate the SDT and provide support to DEN on developing the Project scope, phasing, budget, and master schedule.
- Assist DEN in identifying potential funding sources and in the completion and execution of grant applications.
- Develop the Project Design Criteria Manual and assist DEN in the proper

- procurement of all required professional or construction services.
- Provide review and comment on airspace analysis as necessary.
- Research grant and Passenger Facility Charges ("PFC") opportunities, gather data to complete grant/PFC applications in the various requested formats, coordinate granting initiatives.
- Coordinate with the FAA, CDOT, TSA and other local, state, and federal agencies, and appropriate stakeholders for requirements of grants, PFCs and contracts
- Maintain records and files necessary for the administration of the grants, ensuring grant assurances and requirements are met.
- Coordinate pre-award and post-award activities, grant close-out, evaluation, and audit requirements, including preparing grant and PFC audit worksheets.
- Develop recommendations for a Construction Project Delivery Method/System.
- Maintain a comprehensive document management system including electronic storage and retrieval capabilities for all pre-design, design, bidding, construction, and Project close-out related documents. The PMT must use all currents systems and processes for Document Control, Inspection, and Testing requirements required by DEN.
- Assist in public and stakeholder outreach and coordination activities, including developing information and presentations regarding project and program information, soliciting and tracking feedback and input, and provide support to the DEN Principal Project Manager for project briefings with civic and political leaders.
- Provide LEED Project Administration support to DEN's LEED Project Administrator.
- Provide a detailed analysis of how the proposed project will integrate the NEPA process into the Envision framework to document stakeholder engagement and integrate sustainability aspects into the project to achieve a minimum of Silver level certification. The PMT must also provide an Envision Project Administrator for documentation, coordination with the Environmental Consultant and the FAA, and leading the Envision 3rd party certification process. The Envision Project Administrator must have previous experience certifying large infrastructure projects.

II.3.3.3. Task 300 – Design Program Management Services

This phase includes all activities required to undertake and accomplish the design required for each Milestone. Tasks within this phase include, but are not limited to:

- Conduct review of the Consultant Baseline Schedule, Monthly Progress Schedule.
- Prepare, conduct, and distribute minutes for weekly progress meetings as necessary.
- Assist DEN in the development of General and Supplementary General Conditions.
- Review deliverables for technical accuracy and consistency with FAA, building codes, Airport, TSA, airline industry, concessionaire, Disadvantaged Business Enterprise (DBE) and stakeholder requirements.
- Perform all project specific FAA reporting, including an engineer's design report and a FAA construction management plan.
- Review project schedules and budget to provide direction and recommendations for recovery when required.

- Review and validate design team project cost estimates and provide assistance and data for Grant applications.
- Coordinate requirements for Passenger Facility Charges; correspondence, coordination, application, and accounting.
- Complete the reporting requirements for the grants; files quarterly report for Airport Improvement Program/Passenger Facility Charges.
- Maintain document control and process Invoices in accordance with DEN Project Controls processes, including, RFI's, submittals, monthly pay applications, and schedule updates for review and recommendations.
- Plan, coordinate, and assist during the Safety Risk Management (SRM) meeting prior to each construction package. DEN intends to hire a third-party consultant to act as meeting facilitator. The facilitator shall follow the FAA SRM process. Assist the facilitator with the preparation of change proposal and final report. Revise design documents, as needed, to address risk mitigation strategies from the SRM.
- Review and validate Consultant contract documents, including plans, specifications, Modifications of Standards (MOS), cost estimates, and design schedules in accordance with FAA standards and procedures, DEN DSMs.
- Review and validate the Consultant project specific Construction Safety and Phasing Plan (CSPP).
- Review and validate FAA Form 7460, 7480, including supporting documentation to DEN Planning for submission to the FAA.
- Review and validate necessary environmental and design documents to obtain required permits for Construction, which includes all State, Local, and Federal Permits. The PMT must plan and coordinate with the Sponsor's Building Department liaison and DEN Permit Coordinator for all permit related submissions. The PMT must coordinate with the Consultant and the Project Team for timely submissions for all permits.
- Develop and execute the project specific Project Management Plan (PMP), Project Charter, Tollgate Presentations, updated Business Cases, DEN Executive PowerPoint Presentations, or any other requirements of DEN AIM Development's Project Life Cycle process.
- Coordinate with the Consultant and DEN in preparation of necessary updates to the Airport Layout Plan (ALP) and Airport Master Record, which includes any agreements that require review, drafting, and final preparation. This includes review and approval of the updated ALP by the FAA.
- Coordination with FAA lines of business to implement Chart Updates, Airspace Analysis, TERPS, Emergency Response and FAA Part 139 requirements. Inclusive of installation of NAVAIDs, Weather Equipment, Communication, Navigation and Surveillance Equipment.
- Prepare all Technical Requirements and information for alternative delivery methods and procurement of a construction contract.

II.3.3.4. Task 400 – Procurement Program Management Services

This task includes all activities required to assist the Project Team in advertising, securing, and recording bids, RFQ or RFP proposals, analyzing bid results, and furnishing

recommendations on the award of contracts. Tasks within this phase include, but are not limited to:

- Prepare, attend, and make a technical presentation at pre-bid or pre-proposal conferences and site visits to DEN.
- Respond to formal questions that may arise during the bidding or proposal period.
 Issue all required addenda to revise plans, specifications, and other contract documents as necessary.
- Coordinate with DEN Business Management Services for procurement of a construction contract. The PMT must assist and coordinate with the Consultant in preparing and providing all technical requirements, specifications, design contract documents, scope of services, or any other information necessary for the advertising and securing RFQ or RFP proposals for the intent of awarding a contract to construct the 7th Runway and Facilities as required.
- Attend bid opening, if applicable, and assist DEN Business Management Services with collecting/copy all bids for a formal review.
- Perform proposal review and provide comments per FAA standards and procedures.
- Attend and participate in RFQ or RFP proposal interviews for selection of Contractor(s).
- Review and validate Consultant contract documents plans, specifications, Modifications of Standards (MOS) for Issued for Construction (IFC) contract documents.
- Prepare and submit final Recommendation for Award of the contract.

II.3.3.5. Task 500 - Construction Program Management Services

This Task includes all activities rendered after the award of a construction contract. Tasks within this phase include, but are not limited to:

- Attend and Participate in technical presentation at pre-construction conferences at DEN.
- Perform all document control and review of shop drawings, product submittals, Request for Information (RFIs), and other documents that require submission by the Contractor for compliance with the contract documents. The PMT must use DEN's systems and processes for all elements of Construction Management, Inspection, and Testing.
- Review, analyze, and approve laboratory and mill test reports of materials and equipment.
- Observe and review performance tests as required by the specifications.
- Provide DEN with Materials Testing for related Construction projects, which all personnel must be fully qualified and certified, inclusive of a certified laboratory for all testing of materials.
- Provide DEN with all required Construction Monitoring/ Inspection services. This must include Special Inspectors that are certified in specific disciplines and ICC code.
- Manage construction to FAA, CDOT, TSA and other Federal Agencies guidelines and requirements.
- Coordinate and attend project progress meetings, review pay applications, and

- ensure compliance with DEN and FAA requirements.
- Review and validate project quantities and change documents for conformance to the DEN General Conditions and Technical Requirements of the contract.
- Review Contractor pay applications, baseline schedule, and monthly progress schedules for recommendations for monthly invoicing.
- Assist DEN with all project specific FAA reporting, including weekly construction reports, monthly progress reports, and test results.
- Assist DEN with contractor and subcontractors claim reviews. Provide review and evaluation of any Contractor claim in order to determine merit.
- Prepare as-built drawings using CADD. Drawings shall comply with FAA standards and procedures and the DEN DSM.

II.3.3.6. Task 600 – Runway Commissioning and Project Closeout

- Assist DEN in securing Commissioning Services and ensure all required final documentation is obtained and submitted to permitting agencies and to the FAA, TSA, and other Federal Agencies.
- Review and approve all final invoices and secure all required final documentation from inspectors, designers, and contractors.
- Secure all final documentation, Maintenance and Operation Manuals, Maintenance Schedules and Spare Parts, audit log or any other closeout items or documentation required by DEN and the FAA. This must also include any Part 139 requirements.
- Follow the project specific closeout and warranty plan.
- Assist and coordinate with the Consultant for final inspections and all project closeout documents for submittal to FAA and DEN.
- Assist and coordinate the 3rd party verification for the Envision certification.
- Review and verify record drawings submitted by the Consultant.
- Prepare summary reports of material testing, change orders, etc.
- Perform all project specific FAA reporting, including the final report.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFQ Terms

The Submitter, by submitting its qualifications, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Submitter shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Submitter on the qualifications Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Submitter legally authorized to execute contractual obligations. A submission in response to this RFQ acknowledges acceptance by the Submitter of all terms and conditions as set forth herein. The Submitter shall identify clearly and thoroughly any variations between its qualifications and this RFQ. 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 RFQ.

III-3 Means of Communication

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

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful Submitter. It is the responsibility of each potential Submitter 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.

Questions related to potential or actual conflicts of interest, should be submitted in writing to: contract.procurement@flydenver.com using the form located at Attachment 1, Part 4 Conflict of Interest.

III-4 Interpretation of Submittal Documents

The Submitter may request, in writing, a clarification or interpretation of any aspect of the RFQ documents. Such requests must be made in writing in WORD format (*no PDFs please*) or in the body of an email 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 DEN BidNet Website following the deadline for submittal of questions. DEN will not accept or respond to oral inquiries except for those made at the Pre-Submittal Conference. The only 'official' responses are those that are posted to the DEN BidNet Website for this RFQ.

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 RFQ documents at any time up to the time set for submission of the qualifications. Any such revision(s) shall be described in an addendum to the RFQ 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 qualifications may be postponed by the number of days that DEN determines will allow Submitters sufficient time to revise their qualifications. Any new submittal deadline date for delivering qualifications to DEN shall be included in the addendum.

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

III-6 DEN Website

It shall be conclusively presumed that the Submitter did, before submitting a submittal, read all addenda, posted decisions and other information items relevant to the RFQ which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, LaQuisha Shaw by email at contract.procurement@flydenver.com.

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 RFPs, RFQs and IFBs
- B. Status of RFPs, RFQs and IFBs
- C. RFQ addenda
- D. Incidental project information is available for viewing and printing, which includes:
 - a. Plan holder's list
 - b. Pre-Submittal/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, unless specifically requested.

III-7 Withdrawal of Submittal

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

III-8 Rights of DEN

DEN reserves the right to waive any informality or irregularity in any submittal it receives and to be the sole judge of the merits of the submittals it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without

prejudice to other Submitters; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible." The Contract Administrator may waive such informalities or allow any Submitter to correct them depending on which is in the best interest of DEN. If a Submitter is allowed to correct an informality, the Submitter will be notified of the allotted time to correct the minor informality by DEN's Contract Administrator. Failure to correct the minor informality by the Submitter may result in their submittal being deemed non-responsive.

III-9 Confidentiality of Records

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

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

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time and circumstances permitting, DEN will make a good faith effort to advise Submitters of such request and provide an opportunity to identify and object to disclosure of any material Submitters consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Submitter objects to disclosure, DEN, in its sole and absolute discretion, or Submitter 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 Submitter may intervene if it objects to production of the material. Submitter 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 Submitter'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 Submitter's request.

III-10 Submitter Agreements

Submitters may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Submitter desires to be included as part of the contract. Such forms may include Submitter'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 RFQ and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful Submitter without the agreements submitted by the Submitter; or 2) DEN may enter into a contract with another responsive Submitter. *DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification*.

III-11 Disadvantaged Business Enterprise Participation

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, disadvantaged businesses, which shall include certified small, disadvantaged 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, disadvantaged, minority, and women-owned business community, this contract's disadvantaged business engagement initiatives are intended as a part of the City's commitment to ensure, small, disadvantaged businesses are actively and impactfully participating throughout the life of the Project.

Title 49 Code of Federal Regulations (CFR) Part 26, Divisions 1 and 3 of Article III of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and any DOT 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 Disadvantaged Business Enterprise (DBE) Regulations, the Director of DSBO ("Director") has the authority to establish participation goals for federally funded 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 DBE Participation Form, 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and an DBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved DBE Utilization Plan.

- 1. Failure by the contractor/consultant awarded the contract to comply with 49 CFR Part 26, 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 Submitter is participating in a joint venture with a certified DBE 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 DBE portion of work the Joint Venture will count towards meeting the participation goal.
- The Submitter shall submit completed DSBO Form entitled: Commitment to DBE Participation and 1B List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The submitter shall submit a Commitment to DBE 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 Submitter must comply during the life of the contract.
- 3. The DBE Utilization Plan is the Submitter's written approach and strategy to the overall administration of their DBE Program (including the expectations of the lower tier DBE contractors). DSBO will review and score each submitter(s) submitted utilization plan. The selected submitter(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the "Approved Utilization Plan." Thereafter, the consultant is required to prepare and submit to DSBO an updated DBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required

to comply with the 49 CFR Part 26, corresponding DOT Rules and Regulations, and the most current DSBO approved version of the DBE Utilization Plan and the contents within such plan.

Submitters are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@flydenver.com with specific questions related to compliance with 49 CFR Part 26, DSBO Ordinances, and Rules & Regulations.

III-12 Certification of Independent Price and Work Determination

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

- a. Prices and specific work processes in all submittals during this procurement process (prior to execution of a final contract) 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 Submitter 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 RFQ is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this submittal have not been knowingly disclosed by the Submitter and will not knowingly be disclosed by the Submitter prior to opening, directly or indirectly to any other Submitter 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 RFQ is a part; and
- c. No attempt has been made or will be made by the Submitter to induce any other person or firm to submit or not to submit a submittal for the purpose of restricting competition.

Further, each person signing Attachment 1, Part 1 Submittal Acknowledgement Letter, for this submittal certified that:

- d. He/She is the person in the Submitter'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 Submitter'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 submittal 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 submittal will not be considered for award unless the Submitter furnishes with the submittal 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 Submitter 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.

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

III-14 Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Submitter. It is the intent of DEN to enter into a Contract in which the Submitter will be paid pursuant to the terms of the Contract, including in compliance with all requirements of the City and County of Denver and the FAA.

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

- A. The Submitter 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 Submitter, its principals or key personnel were a party in the last five years. The Submitter 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 Submitter shall submit (at time of submittal) a statement which shall disclose whether Submitter has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Submitter shall submit (at time of submittal) a statement as to whether the Submitter, 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 Submitter 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 Submitter 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 Submitter 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 Submitter shall submit (at time of submittal) a statement as to whether the Submitter, 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 of 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 Submitter shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Submitter is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.

- F. If the Submitter 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 the pricing phase of this procurement or contract negotiations, the Submitter 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 Submitter does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Submitter'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 Submitter's financial position, results of operations and changes in financial position.
 - 2. If the Submitter is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Submitter does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Submitter, 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 Submitter is a small business as defined by the United States Small Business Administration, the Submitter may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 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 submittal.

III-16 Insurance Requirements

Submitter shall adhere to all insurance requirements stated in Attachment 4, 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

Submitters 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 Submitter 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 Submitter shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their submittal.

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. Submitters 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 Submitter's current practices, if any.

Diversity and Inclusiveness information provided by Submitters 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 Submitters will be in such reports.

For DEN to consider a submittal, Submitters must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then <u>print the completed form and include the hard copy as part of its submittal.</u> A submittal or response to a solicitation by a Submitter that does not include this <u>completed form shall be deemed non-responsive.</u> The form is found at: https://fs7.formsite.com/CCDenver/form161/index.html

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 RFQ may involve services that are covered pursuant to Article IV of Chapter 20 of the 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. Submitter agrees that any contract with DEN shall include a requirement that Submitter will comply with the provisions of D.R.M.C. and any applicable laws of the United States 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, Submitter 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 Statement of Qualifications in jeopardy of being rejected for conflict of interest. If Submitter 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 Submitter has specific questions related to proposed work and the potential that a conflict of interest may exist with other work that Submitter currently performs at DEN or might propose to perform in the future, and that affects Submitter's ability to Submit for this opportunity or another pending or proposed at DEN, Submitter may email to AIMDev.Conflicts@flydenver.com a completed form located at http://business.flydenver.com/bizops/forecasts.asp for consideration by DEN. This submission and responses to any further requests for information regarding the submission is an exception to the requirement stated on pages 1 and 2 of this RFQ regarding limitations on communications with DEN. All such submissions and any responses from DEN will be kept confidential during the pendency of this procurement.

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

END OF INSTRUCTIONS TO SUBMITTERS

IV. PREPARATION OF SUBMITTAL

IV-1 Preparation of Submittal - Submittal Forms

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

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

- If the Submitter 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 Submitter is a partnership, the Submitter must include with its submittal evidence satisfactory to DEN that the partner signing the submittal has the authority to do so.
- If the Submitter is a joint venture, the Submitter shall submit with its submittal 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 Submittal - Submittal Narrative

A. GENERAL

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

- Contract Name
- RFQ #
- Submitter's name
- Page number

B. FORMAT

Qualifications shall meet the following formatting requirements:

- Qualifications shall be printable on 8 ½" x 11" paper
- Qualifications shall use the font type and size of Times New Roman 12 point.
- Qualifications shall be in a format and sequencing commensurate with the RFQ (in the order the Narrative Content is listed).
- Qualifications shall include a table of contents.
- Qualifications shall include tabbed or bookmarked sections as appropriate.
- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your submittal after additional information.

- The page limit does not include resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Qualifications which contain unnecessarily elaborate art work are discouraged.
- Submittal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.

IV-3 Submittal Narrative Contents

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

Narrative Contents	Page Count
1. Cover Letter	2
2. Cost Effectiveness	4
 Understanding the Project, Proposed Work Plan and Approach 	6
4. Key Personnel	5
5. Project and Construction Management Controls	4
 Company Experiences (including Past Performance References (page count does not include submitted forms) 	6
7. DBE Utilization Plan	4

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 submittal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any submittal for award deemed to be in accordance with the best interests of DEN. Submitters may not contact members of the Evaluation Committee for any reason whatsoever once this RFQ is issued.

1. Cover Letter

The Submitter shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the submittal. It should include the full name of the company or joint venture members and all proposed subconsultants. If the Submitter 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 5, 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 Submittal Acknowledgement Letter, as the authorized representative.

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

2. Cost Effectiveness

Based on this project, where are savings opportunities from the Proposer's company? What elevates this proposal in terms of value? In terms of cost savings, describe the competitive edge this proposal provides to DEN. Please describe any processes or technologies, proprietary or otherwise, that are unique to the Proposer's company or subcontractor team that could add value to the project or mitigate costs for client.

Provision

With given experience and expertise within the industry, how has the Proposer applied this knowledge to controlling costs? Prepare a description of the Proposer's methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add value to the project. Describe how the Proposer plans to maximize productivity of their project staff. Describe the Proposer's method for anticipating and minimizing costly changes throughout the project.

Discuss how the Proposer will incorporate subcontractors on their team to perform portions of the work to optimize costs savings to DEN. Describe methods used to eliminate staff redundancy and overhead in subcontractor management while maintaining an effective project team.

3. <u>Understanding the Project, Proposed Work Plan and Approach</u>

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

Prepare a description of the Proposer's project management and organizational approach. Describe the methods for performing the Scope of Work. This should include the proposed effort and strategies 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. At a minimum, this must include a work plan that includes the Environmental Consultant through Phase I and Design Consultant through Phases I and II as defined in the Scope of Services. Describe the Proposer's experience and approach for coordinating with other government bodies, including City agencies and the U.S. FAA. Describe the Proposer's experience and approach for working with diverse people and companies (such as DBE eligible companies) and how the Proposer will meet its DBE goal.

4. <u>Key Personnel</u>

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 $11^{\prime\prime}$ x $17^{\prime\prime}$ 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 associated with each phase of the project.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with the City 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 and how it plans to accommodate the right size staff for each phase.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Non-key personnel, up to five (5) can be submitted.

5. Project and Construction Management Controls

Describe the Proposer's existing project and construction management control methods and progress reporting systems.

- Explain the Proposer's selection process for a Program Management Services team, including subconsultants, and how the team will manage the project, including how it will facilitate and measure effective team integration, methodologies and controls for adjustment to the project schedule, and identify and address risks to minimize impacts to overall scope, schedule, and budget. Provide examples and describe any software or methods that have been used to stay on schedule and within budget for past project experience. Include any experience with DEN systems, such as Workday, Oracle Primavera P6 and Oracle Unifier document control system.
- Describe the Proposer's approach in Quality Assurance Management System processes, procedures, responsibilities, and controls for achieving quality policies and results to administrate design, construction inspection and testing of a major Runway project. Include relevant certifications for key work elements defined in the Scope of Services that will benefit the owner and the project. Describe your approach to establish positive attitudes, cooperation and good working relationship between your firm, subconsultants, DEN, and overall project team. This must include methodologies for collaboration and communication with the Design and Environmental Services teams and proposed approach in integrating these entities to achieve a successful outcome.

6. <u>Company Experience and Past Performance References</u>

Please describe your experience and approach to providing the services detailed in the Scope of Services. Include information on previous projects where these services have been provided by your company and discuss methodologies, 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.

The Proposer must provide information from three (3) relevant contracts completed within the past ten (10) years, and/or currently in progress, which are similar in scope (runway or taxiway improvements) to this requirement. If a proposer has completed fewer than the requested three (3) contracts in the past ten (10) years, the proposer may supplement with relevant airfield projects that it has completed. If the proposer has no relevant past performance history, the proposer must affirmatively state that it possesses no relevant past performance history and should identify other past projects that provide it with the ability to complete this project.

Include the following information for each contract listed:

- Name of client
- Contract number
- Contract title
- Contract type
- Total contract value
- Period of performance
- Programming manager(s)/project officer(s), telephone number and e-mail address
- Please discuss your methodology, challenges, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors completing the project successfully.
- Please describe any quality awards and commendations that indicate your company possesses a high-quality performance standard regarding the required contract services. If the award or commendation was received more than three (3) years prior to this request, the Proposer shall present evidence that the qualifications still apply.

In addition to Company Experience listed above, the Proposer must send Client Authorization Letters and Past Performance Reference Questionnaire to three (3) clients for previously completed and or current contracts. Client Authorization Letters should be mailed or e-mailed to individual references early enough to allow for the responses to be received by DEN no later than the proposal due date. The Proposer should forward a copy of the Client Authorization Letter to DEN simultaneously when mailing or emailing to references.

The Proposer should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references, who may be contacted by DEN. If no response is received from a reference, DEN will try to contact another reference identified by the Proposer, to contact a client not identified by the Proposer but who is known to or identified by DEN, or to complete the evaluation with those references who responded. DEN will consider the information provided by the references, and may also consider information obtained from other sources, when evaluating a Proposer's past performance. Attempts to obtain responses from references will generally not go beyond two (2) telephonic messages and/or written requests from DEN, unless otherwise stated in the solicitation. DEN is not obligated to contact all the references identified by the Proposer.

DEN will consider all feedback received from a Proposer's references, whether positive or negative. If negative feedback is received from a Proposer's reference, the Proposer will be given the opportunity to address this feedback if it has not had a previous opportunity to comment and if DEN deems, in its sole discretion, that information makes a difference in DEN's decision to include the Proposer in the competitive range.

Past performance information will be used for both responsibility determination and as an evaluation factor for award. References other than those identified by the Proposer may be contacted by DEN and used in the evaluation of the Proposer's past performance.

7. Disadvantaged Business Enterprise (DBE) Utilization Plan

The DBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

- 1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
 - B2GNow (Small Business Certification and Contract Management System) User,
 - Project Manager(s),
 - Controller,
 - Superintendent (if applicable), and
 - Outreach/Community Engagement Coordinator (if applicable).
- Provide creative strategies to incorporate new DBE partners inclusive of but not limited to; provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;
- 3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
- 4. Define how DBE participation will be solicited, the subcontracting process, program and incorporated into the Submitter's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each
- 5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained
- 6. Outline the communication process and involvement efforts of the DBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
- 7. Provide examples of up to a maximum of 5 projects where the Submitter has been successful in promoting the participation of disadvantaged businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

V. EVALUATION OF QUALIFICATIONS

V-1 Evaluation of Qualifications

DEN's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the Qualifications in accordance with the Evaluation Criteria below, the Submitter's demonstrated experience and the Submitter's qualifications as they relate to the scope of services required. The Submitter's ability to present its submittal in writing in a clear, concise and organized manner will be considered in the evaluation. Responsive Submitters 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 Submitter which it considers the most qualified, responsive and responsible.

V-2 Submittal Rejection and/or Disqualification

Qualifications are non-responsive and will be excluded, rejected or disqualified if the Submitter fails to comply with the requirements of this RFQ, or with any applicable Federal law, rules and regulations, including those issued by the FAA and with any City ordinances, rules, or policies, including but not limited to for the following reasons:

- 1. Submitter's failure to meet the Minimum Qualifications;
- 2. Submitter's failure to provide complete documentation and Required Forms;
- Improper communications and/or collusion among Submitters or between the Submitter and any other person or entity, including any DEN contractor, any project managers or others providing supplemental staff to DEN, with oversight of the project of which the RFQ is a part;
- 4. Default or termination for cause of other contracts with any public or private entity within the past five (5) years;
- 5. Improper contact as described in Section III-3, above;
- 6. Omissions and/or fraudulent statements of any fact that is significant or essential to the subject matter of this RFQ;
- 7. Submitter's delinquent arrearages or debts presently owed under any agreement with DEN, or any other creditor; or
- 8. Submitter's failure to disclose all trademark, copyright, licensing, franchise, and other contractual or property rights Submitter has with third parties, Submitter intends to use at DEN, which may restrict current business operators in any way, or may have an unfavorable impact on future Submitters for opportunities at DEN.

In addition, the CEO reserves the right to reject any and all Qualifications, to waive irregularities and technicalities, to re-advertise, to provide the services, or to otherwise proceed in the best interest of DEN.

V-3 Past Performance

If a Submitter has performed prior work at DEN, documented instances in which the Submitter 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 Submitter's submittal 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-4 Clarification of Qualifications

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

V-5 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 Submitters for in person interviews. Such presentations and/or site visits will be at the Submitter's expense.

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

Submitters 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 submittal;
- Change or alter the proposed business terms or concept in any way.

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

All invited Submitters 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. Submitters 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 Submitter.

V-6 Evaluation Criteria

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

Evaluation Criteria		
1.	Cost Effectiveness	
2.	Understanding the Project, Proposed Work Plan and Approach	
3.	Key Personnel	
4.	Project and Construction Management Controls	
5.	Company Experiences and Past Performance References	
6.	DBE Utilization Plan	

VI. <u>ATTACHMENT 1, SUBMITTAL FORMS</u> <u>Attachment 1, Part 1 Submittal Acknowledgement Letter</u>

City and County of Denver Denver International Airport

Submitter:	Date:		
Michael Sheehan			
Senior Vice President, Airport Infrastructure Managen	nent		
Airport Office Building (AOB)			
Denver International Airport			
8500 Pena Boulevard			
Denver, Colorado 80249-6340			
undersigned hereby declares that he/she has carefull	c) dated January 28, 2021, for RFQ No. 202057158, the y read and examined the submittal documents and hereby ed in the Scope of Work. Attached hereto are the completed		
The undersigned agrees that this submittal constitut County of Denver (City) to perform the work described	es a valid offer to negotiate a Contract with the City and d in the submittal 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 considera	tion of the following addenda to the submittal documents:		
Addenda Numbers:			
Name of at least one (1) proposing entity that atten must include the code given at the Mandatory Pre-Su	ded the Mandatory Pre-Submittal Conference. Submitter ubmittal Conference:		
Name/Company:			
Code No:			
	and is fully familiar with the submittal documents and has regarding the RFQ which could in any way affect the any estimate of the cost thereof.		
Signature:			
Type or print name:			
Submitter's Business Address:			
E-mail address:			

Attachment 1, Part 2 Submittal Data Form

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

Submitter Name:		
Submitter Address:		
	Fax	
Principal in Charge (Name & Title):		
Project Manager for this RFQ (Name &	Title):	
Equal Employment Opportunity Officer	:	
Name(s) of Professional and Public Liab	ility Insurance Carrier(s):	
	Parent Company Information (If Applicable)	
Name of Company:		
Address:		
Phone:	Fax:	
Contact Person:		

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)

f no disclosure required in accordance with III-15, please sign affirmation statement.			
legal or administrative proceedir filed bankruptcy within the last any Federal, State or local govern	ngs which involve a claim in excess o ten (10) years; has not been debarı	(Submitter) has not been involved in any fifty Thousand Dollars (\$50,000.00); has not red or suspended from bidding/proposing on the Submitter nor its key employees have been a last five (5) years.	
Signature	Title		
Print Name			
Date			
additional space is needed, pleas	se attach additional pages.	e following space to provide information. If	

Attachment 1, Part 4 Conflict of Interest

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

If no conflict of interest exists in	accordance with III-25, plea	ase sign affirmation statement.	
contracts with the City for work	at DEN, including any contr	(Proposer) does not currently have e acts held by Proposer's parent, affiliates or sub contract is awarded to Proposer.	
Signature			
Title			
Print Name			
Date			
space to provide information. If	Proposer believes a conflic	accordance with III-25, please use the followin t of interest may exist but can be mitigated, ple o mitigate the conflict. If additional space is nee	ease
Contract No.	Contract Name:		
Description of conflict:			
Proposed mitigation:			
Contract No	Contract Name:		

VII. ATTACHMENT 2, DBE 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 DBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the DBE 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-DBE PRIME:				
☐ The City and County of Denver has specified a% D		e Bidder/Proposer		
is committed to meeting% DBE Participation on the	e contract.			
COMPLETE IF YOU ARE A DBE PRIME:				
☐ The City and County of Denver has specified a% D		· ·		
is a certified DBE with the City and County of Denver and is contract.	committed to meeting% DBE Pai	ticipation on the		
COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:				
☐ The City and County of Denver has specified a% D				
unable to meet this project goal but is committed to a must make adequate good faith efforts to meet this goal in				
submit a detailed statement and documentation of their g	ood faith efforts. Award of the contract	•		
on meeting the requirements of this section, in accordance	e with C.F.R. 49 part 26.			
The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their DBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this DBE Procurement/Contract Language.				
Bidder/Proposer (Name of Firm):				
Firm's Representative:				
Title:				
Signature (Firm's Representative): Date:				
Address:				
City:	State:	Zip:		
Phone:	Fmail:			



Phone:

Type of Service:

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 co	ertified self-performing firms.	
Please list all known firms the undersigned proposes to ut Call or any other procurements DSBO deems required wi the proposed firms work. Any certified firm listed must additional pages are required, please copy and attach the submitted to DSBO upon contract execution and when sub added throughout the contract duration.	th undetermined dollar amour be certified by the City and Con ne second page. Form 1A mus	nt associated with unty of Denver. If t be updated and
Contractor/Con	sultant	
Name of Firm:	\square MWBE (\lor) \square SBE (\lor) \square	DBE (√) □ EBE (√)
Firm's Representative:		
Signature:	Date:	
Address:		
City:	State:	Zip:
Phone:	Email:	
Total Proposed Contract Value \$:	Self-Performing Contract Valu	ıe \$:
Subcontractors, Subconsultar	• • • • • • • • • • • • • • • • • • •	
Name of Firm:	☐ MWBE (√) ☐ SBE (√) ☐	DBE (\lor) \square EBE (\lor)
Firm's Representative:	T	
Phone:	Email:	
Type of Service:		
Name of Firm:	□ MWBE (v) □ SBE (v) □	DBE (√) ☐ EBE (√)
Firm's Representative:	, , , , ,	, , , , ,
Phone:	Email:	
Type of Service:	1	
Name of Firm:	\square MWBE (\lor) \square SBE (\lor) \square	DBE (√) □ EBE (√)
Firm's Pontocontativo:		

Email:



Name of Firm:	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)
Firm's Representative:	
Phone:	Email:
Type of Service:	
Name of Firm:	\square MWBE (\forall) \square SBE (\forall) \square DBE (\forall) \square EBE (\forall)
Firm's Representative:	
Phone:	Email:
Type of Service:	
Name of Firm:	\square MWBE (\forall) \square SBE (\forall) \square DBE (\forall) \square EBE (\forall)
Firm's Representative:	
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Firm's Representative:	
Phone:	Email:
Type of Service:	
Name of Figure	
Name of Firm:	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)
Firm's Representative:	Emaile
Phone:	Email:
Type of Service:	

VIII. <u>ATTACHMENT 3, FORM W-9</u>

FORM W-9

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

	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								
page 3.					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
e. ns on	Individual/sole proprietor or C Corporation S Corporation Partnership T single-member LLC	rust/estate	Exempt	payee	code	(if any)			
ty b	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶								
Print or type. Specific Instructions on page	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					Exemption from FATCA reporting code (if any)			
- Sific	is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶		(Applies to	accounts	mainta	ined outside	the U.	S.)	
Spe		ester's name a							
See (` '		,			
Ø	6 City, state, and ZIP code								
	7 List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social sec	urity nu	mber					
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		_		-				
TIN, la		or		•		•			
	If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer	identific	ation r	umb	er			
Num	per To Give the Requester for guidelines on whose number to enter.		-						
Par	t II Certification								
	r penalties of perjury, I certify that:								
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for a numl m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divid longer subject to backup withholding; and	not been n	otified b	y the	nter				
3. I ar	n a U.S. citizen or other U.S. person (defined below); and								
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is co	rrect.							

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.

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 ▶	Date ▶		

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

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.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account 1
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing	l - ,
corporate status on Form 8832 or Form 2553	The corporation
corporate status on Form 8832 or	The organization
corporate status on Form 8832 or Form 2553 11. Association, club, religious, charitable, educational, or other tax-	·
corporate status on Form 8832 or Form 2553 11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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.

- 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*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

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 <code>phishing@irs.gov</code>. 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 <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

IX. ATTACHMENT 4, 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.

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

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER

Denver International Airport 8500 Peña Boulevard, Suite 8810

Denver CO 80249 Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Consultant 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 per policy aggregate must be maintained.

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

2. Business Automobile Liability:

Consultant 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 Consultant 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. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
- 3. Workers' Compensation and Employer's Liability Insurance:

Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and 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. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
- 4. Professional Liability (Errors and Omissions) Insurance:
 Consultant shall maintain a minimum limit of \$10,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
- 5. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate.
 - a. Coverage shall include negligent acts, errors, mistakes and omissions arising out of the scope of services of this Agreement performed by Contractor, or any person employed or contracted by Contractor.
 - b. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy), intellectual property offenses related to internet, forensic investigations and business interruption coverage.
- 6. Unmanned Aerial Vehicle (UAV) Liability:

If Lessee 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 each 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 and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

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

F. Waiver of Subrogation

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

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. Said notice shall be sent thirty (30) 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) days prior.
- 3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

- 1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
- 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. 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.
- 4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
- 5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 6. 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 discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

- 7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
- 8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) 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 set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- 12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
- 13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
- 14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/submittal, Submitters must complete the on-line Diversity and Inclusiveness in City Solicitations Form — then <u>print the completed form and include the hard copy as part of Submitter's bid/submittal documents</u>. A submittal or response to a solicitation by a Submitter that does not include this completed form shall be deemed non-responsive.

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

https://fs7.formsite.com/CCDenver/form161/index.html

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 Submitters to describe their own diversity and inclusiveness practices. Submitters 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 Submitter's current practices, if any. Diversity and Inclusiveness information provided by City Submitters 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 Submitters will be in such reports.

Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.

XI. ATTACHMENT 6, SAMPLE CONTRACT

SAMPLE CONTRACT

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

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

SAMPLE AGREEMENT

Notice to Submitters:

City Required Contract Provisions

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

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

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").

WITNESSETH:

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

WHEREAS, the City desires to obtain professional design services for program management services related to the design and construction of a new runway at DEN; 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 7th Runway Program Management Project (the "**Project**"); and

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

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

ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the "CEO"), his/her designee or successor in function, 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 AIM Development Division. The relevant Senior Vice President (the "SVP"), or his/her 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 direction.

ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

A. Scope of Services. Consultant shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* ("**Scope of Work**") in accordance with schedules and budgets set by the City.

B. Standard of Performance.

- 1. 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.
- 2. Consultant understands and acknowledges that it may create and/or 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.
- 3. Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, and memoranda of policy furnished to it by the City.
- 4. 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. In accordance with the Scope of Work, Consultant will develop a draft BIM Project Execution Plan ("BPXP") with the City and all sub-consultants.
- 5. 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.
- 6. 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.
- 7. 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.
- **C.** Construction Administration. If within the Scope of Work, Consultant's contract administration duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a 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).
- **D.** 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.

E. Subcontractors.

- 1. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement that is not identified in *Exhibit A* or *Exhibit B*, Consultant must obtain the prior written consent of the CEO or the CEO's designee. 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.
- 2. 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.
- 3. 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.
- 4. 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).
- 5. 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.

F. Personnel Assignments.

- 1. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("**Key Personnel**"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.
- 2. 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.
- 3. 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 is no longer needed for performance of this Agreement, 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.

4. 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 Article IV.

ARTICLE III. 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 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 Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

ARTICLE IV. TERM AND TERMINATION

- **A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire four (4) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").
- **B.** If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, 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 or his/her authorized representative.

C. Suspension and Termination.

1. <u>Suspension</u>. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in

this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant.

- 2. <u>Termination for Convenience</u>. The City may terminate this Agreement at any time without cause upon written notice to Consultant.
- 3. <u>Termination for Cause</u>. In the event Consultant fails to perform any provision of this Agreement, the City may either:
 - a. Terminate this Agreement 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.
- 4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, 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 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 pursuant to Article IV, Section C.3.a.
- 5. <u>Compensation for Services Performed Prior to Suspension or Termination Notice</u>. If this Agreement is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for those 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 6 of this Article.
- 6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience pursuant to Article IV, Section C.2, 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 C.5 of this Article. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.
- 7. <u>No Claims</u>. Upon termination of this Agreement, 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 performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

- 1. All costs of correcting and replacing any affected design documents, including reproducible drawings;
- 2. 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
- 3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.
- 4. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity, or as otherwise provided for in this Agreement. These remedies do not amend or limit the requirements of this Agreement.

ARTICLE V. 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 Contract Amount Dollars and Amount Cents (\$Click here to enter text..00) ("Maximum Contract Amount").
- **B.** Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies 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 City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.
- **D. Basis for Consultant's Fee.** Consultant shall be compensated for performance of the Work based on a time and material basis as further provided for in *Exhibit B*.
- **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.
 - 1. <u>Late Fees</u>. 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.

- 2. <u>Travel Expenses</u>. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement and Consultant receives prior written approval of the SVP or his/her authorized representative.
- **F. Invoices.** On or before the fifteenth (15th) day of each month, 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**") and including the information specified below. Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of **Exhibit E**.
- **G. Timesheets.** Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets 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 Suspension or Termination of this Agreement, where the SVP or his/her 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 Article IX.
- 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 or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

ARTICLE VI. DBE, WAGES AND PROMPT PAYMENT

A. Minority/Women Business Enterprises. Department of Transportation (DOT) 49 CFR Part 26 ("Part 26") applies to this Project and is incorporated into this agreement entered into by the City. It is the policy of DOT and the City and County of Denver to ensure non-discrimination in the award and administration of DOT-assisted contracts financed in whole or in part with Federal funds. Consequently, the Bidders must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each bidder must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder's failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection.

In accordance with the requirements of the Part 26, Consultant is committed to, at a minimum, meet the participation goal of twenty-five percent (25%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

- **B.** Prevailing Wage. Consultant shall comply with the Davis-Bacon Act as more fully provided for in Appendix 1. To the extent the Davis Bacon Act does not apply and the City's Prevailing Wage Ordinance, D.R.M.C. §§ 20-76 through 20-79, does apply, Consultant agrees to be bound by, all requirements, conditions, and City determinations regarding the payment of prevailing wages pursuant to the Prevailing Wage Ordinance.
- C. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the 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.

D. Prompt Pay.

- 1. The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Consultant's own personnel, billings from subcontractors, and all other information necessary to assess Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
- 2. Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies 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. However, no deductions shall be made from Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s)/consultants.

ARTICLE VII. 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 and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.
- **B.** Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

- 1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or
- 1. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.
- 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

ARTICLE VIII. DEFENSE AND INDEMNIFICATION

- **A.** To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless 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 the Consultant or the 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 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 City shall relate back to the time written notice of the Claim is first provided to 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 City and will pay on behalf of 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 City shall be in addition to any other legal remedies available to 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 the Consultant under the terms of this indemnification obligation. The 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.

ARTICLE IX. 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 Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE X. GENERAL TERMS AND CONDITIONS

- **A. Status of Consultant.** Parties agree that the status of Consultant shall be an independent Consultant 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 or his/her authorized representative. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Consultant hereunder.
- C. Compliance with all Laws and Regulations. 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, the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City, and with DEN's Design Standards Manuals and other applicable DEN specifications and requirements.

D. Compliance with Patent, Trademark and Copyright Laws.

1. 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.

2. Pursuant to Article VIII, 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.

1. <u>Notice of Termination</u>. 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

- 2. <u>Delivery of Formal Notices</u>. Formal notices of 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 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 project-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 described in this Subsection E.2.
- 3. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email and directed to the Project Manager, or through the electronic or other software system used at the City's discretion for project-related communications and document transmittals.

- **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 Denver Municipal 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.

- 1. 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.
- 2. 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 SVP or his/her 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.** 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.
- **R.** 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.
 - 1. 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), 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.
 - 2. Consultant shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
 - 3. 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.

- 4. 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.
- S. Non-Exclusive Rights. This agreement does not create an exclusive right for the Consultant to provide the services described herein at the Airport. 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, DEN shall determine the privileges of each party and Consultant agrees to be bound by DEN's decision.

ARTICLE XI. 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.** Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.
- C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

1. 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.

2. 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.

- 1. 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.
- 2. 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 or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Contract, 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.

- 3. 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.

- 1. 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.
- 2. Consultant represents that, in its Response or Proposal, as applicable and if required by the Request for Qualifications, 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.
- 3. 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.

4. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the 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 his/her sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

- a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Consultant also agrees and represents that:

- a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

- e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Consultant will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- f. It will comply with any 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.

ARTICLE XII. 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 the DEN's Security Office.

ARTICLE XIII. 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.

ARTICLE XIV. FEDERAL RIGHTS

DEN intends to obtain reimbursement from the FAA for all or part of the cost of the work under this Agreement and, accordingly, Consultant must comply with the requirements associated

with federally-funded work. 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 Denver Municipal Airport System. Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

Appendix 1: Federal Provisions Exhibit A: Scope of Work

Exhibit B: Rates and Fee

Exhibit C: Insurance Requirements

[Exhibit D: Not Used]

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

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Article I through XVI 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 1

Article I through XVI hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit E

ARTICLE XVI. 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]



XII. ATTACHMENT 7, CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Following this page is a Client Authorization Letter.

Please follow the instructions in Section IV-3.6. (Company Experience and Past Performance References) for instructions on sending this out as required.

Responses to this letter MUST be received back by the due date for submittals listed in the Schedule of Activities at the beginning of this RFP.



Dear "CLIENT":

We are currently responding to the Denver International Airports, Future Runway RFQ, Contract No. 202057158 entitled "DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES"

You have been listed as a past performance reference in our response to this procurement, and we have included **Past Performance Evaluation Questionnaire** for completion by the due date of the proposal. We authorize you to respond to the Questionnaire. If you are contacted by Denver International Airport or their representative for information on work we have performed under contract for your **organization**, you are also authorized to respond to any Denver International Airport inquiries.

Your cooperation is appreciated. Please direct any questions to (**Offeror's point of contact**).

Sincerely,

XIII. ATTACHMENT 8, PAST PERFORMANCE REFERENCE

PAST PERFORMANCE REFERENCE

Following this page is a Past Performance Reference Letter.

Please follow the instructions in Section IV-3.6. (Company Experience and Past Performance References) for instructions on sending this out as required.

Responses to this letter MUST be received back by the due date for submittals listed in the Schedule of Activities at the beginning of this RFQ.

Address:

E-mail Address:

DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES – REQUEST FOR QUALIFICATIONS POC: LaQuisha Shaw, Business Management Services Contract Administrator **E-MAIL:** contract.procurement@flydenver.com Please respond to the following questions regarding _____ [Consultant's name] record of performance of any work within the past ten (10) years, including any current work performed for you. The information that you provide will be used in considering the consultant's proposal to provide project management services to DEN related to the design and construction of a new runway. Therefore, it is important that the information provided is as factual and accurate as possible. Please provide examples and/or explanations (use additional pages if necessary). PART I. (To be completed by the Proposer) A. CONTRACT IDENTIFICATION Company Name: Address: Contract Type: Contract Award Date: Forecasted or Actual Contract Completion Date: Nature of the Contractual Effort: (Proposer must be descriptive and provide adequate detail for DEN to evaluate the Consultants Scope of Services for the referenced project(s).) **B. IDENTIFICATION OF PROPOSER'S REPRESENTATIVE** Name: Title: Date: Telephone Number:

Comments:



PART II. EVALUATION (To be completed by Point of Contact – Reference)

A. Compliance of Products, Services, Documents, and Related Deliverables to Specification Requirements and Standards of Good Workmanship

eci	fication Requirements and Standards of Good Workmanship
1.)	Did the Consultant provide required services, as identified in its Scope of Work, to meet the overall project goals and objectives? Describe any challenges or incidents that occurred, as a result of the Consultant's performance, that required improvements.
	Comments:
2.)	Describe any major wins or accomplishments that the Consultant obtained regarding the project, which may include construction quality control or assurance achievements, budget savings, accelerated schedule delivery, or any other services that were acknowledged.
	Comments:
3.)	Describe any major scope changes that occurred on the referenced project Include comments on how the changes impacted the project budget and schedule and how the Consultant handled the changes.



B. Effectiveness of Project Management (to include use and management of subcontractors).

1.	Describe how the Consultant maintained adequate experienced staff to
	effectively manage the project's needs and challenges, while maintaining a
	cost-effective approach to minimize cost.

Com	ments:
-----	--------

2. Did the Consultant or their subconsultants require key staff changes during the project? If so, what were the causes of these changes and were they replaced with equivalent experienced staff member(s)? Describe the Consultants approach for obtaining replacement staff and was the Client or Owner included in that process?

Comments:

- C. Timeliness of Performance for Services and Product Deliverables.
 - 1. Did the Consultant provide key deliverables on time? If not, please describe the reason for any delay and what methodologies were used by the Consultant to address the delay(s).

Comments:



D. Effectiveness in Forecasting and Controlling Estimated Costs

1.	Did the Consultant provide accurate forecasting and cost estimates for the
	project during the various stages of development? Were cost estimates, at
	the various phases of the project, within planned budget or contingency?
	Please describe the potential or known cause of the variance if they were
	not within the planned budget or contingency?

	project during the various stages of development? Were cost estimates, the various phases of the project, within planned budget or contingency? Please describe the potential or known cause of the variance if they were not within the planned budget or contingency?
	Comments:
	mmitment to Customer Satisfaction and Business-like Concern for its omers' Interest
1.	Were the client and stakeholders satisfied with the final product and service provided by the Consultant? Please include a brief narrative overview on general perception, responses to surveys, or any other feedback that was obtained to aid in the evaluation of the Consultant's performance on the project.
	Comments:
2.	Did the Consultant maintain regular communication through all phases o

engagement? Could they have improved their communication and how?

Comments:

E-mail Address:



Past Performance Evaluation Questionnaire
3. Would you as an owner or client consider the Consultant a partner in the success of the project? Why or why not?
Comments:
F. General Comments. Provide any other relevant performance information. (Provide additional pages if necessary)
G. Other Information Sources. Please provide the following information: Are you aware of other relevant work by the Consultant in the last <u>3 years</u> years? If yes, please provide the name and telephone number of a point of contact:
H. Reference Identification. Please provide the following information:
Organization:
Name:
Title:
Date:
Telephone Number:



PART III. RETURN INFORMATION

Please return this completed Questionnaire via e-mail to Denver International Airport Contract Administrator at LaQuisha.Shaw@flydenver.com

Thank you for your as	sistance.		
Signature	 Date		

XIV. ATTACHMENT 9, 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.



February 23, 2021

DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES

REQUEST FOR QUALIFCATIONS NO. 202057158

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

Shaw, Digitally signed by Shaw, LaQuisha - DIA Date: 2021.02.23 13:32:17 -07'00'

LaQuisha Shaw Contract Administrator DEN Finance, Contract Services





DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES

REQUEST FOR QUALIFCATIONS NO. 202057158

ADDENDUM NUMBER ONE

SCOPE OF THIS ADDENDUM

Addendum Number One includes modifications to the following RFP Documents issued January 28, 2021. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS & RESPONSES

Addendum One provides responses for questions one through four received on BidNet regarding this project in the attached Q & A Document 1.

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

* * * * * * *

End of Addendum Number One.





February 23, 2021

DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES REQUEST FOR QUALIFCATIONS NO. 202057158

ADDENDUM NUMBER TWO

This Addendum Number Two supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

Shaw, Digitally signed by Shaw, LaQuisha - DIA Date: 2021.02.23
16:50:19 -07'00'

LaQuisha Shaw Contract Administrator DEN Finance, Contract Services





DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES

REQUEST FOR QUALIFCATIONS NO. 202057158

ADDENDUM NUMBER TWO

SCOPE OF THIS ADDENDUM

Addendum Number Two includes modifications to the following RFP Documents issued January 28, 2021. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS & RESPONSES

Addendum Two provides responses for questions received on BidNet regarding this project in the attached Q & A Document 2.

The total number of pages (including cover sheet) contained in this Addendum Number Two is Five (5).

* * * * * * *

End of Addendum Number Two.



Prepared for Denver International Airport

March 1, 2021





FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES



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- 01 Cover Letter
- 02 Cost Effectiveness
- 03 Understanding the Project, Proposed Work Plan, and Approach
- 04 Key Personnel
- 05 Project and Construction Management Controls
- 06 Company Experience and Past Performance References
- 07 Disadvantaged Business Enterprise (DBE) Utilization Plan

Resumes

Forms





PROGRAM MANAGEMENT SERVICES



AECOM 7595 Technology Way Suite 200 Denver, CO 80237 www.aecom.com 303 694 2770 tel 303 694 3946 fax

March 1, 2021

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

Attn: Contract Administrator (CA): LaQuisha Shaw

RE: Request for Qualifications #202057158 - DEN Future Runway Program Management Services

Dear Ms. Shaw and Esteemed Members of the Selection Committee:

Denver International Airport (DEN) is once again approaching an exciting period of expansion to its airfield. The airport's establishment over 25 years ago provided much-needed acreage and space for future growth, and subsequent expansions. Now, with traffic levels expected to grow by more than a third by 2030, DEN is taking important steps to realize the ultimate vision of its original master plan. As you embark on developing this next set of runways, it is crucial to select a Project Management Team (PMT) that knows runways, knows DEN, and knows how to move the program forward with efficiency and urgency. AECOM Technical Services, Inc., (AECOM) is that team. As described below and in our SOQ, the AECOM team offers DEN many key advantages as your Sponsor Representative:



Integrated and Inclusive Team A local team that knows DEN. For more than 25 years, AECOM has assisted DEN in many different roles, evolving to serve the airport as its needs changed. We have helped DEN expand its airfield, develop terminal systems, and improve operational performance. This experience has prepared us to work seamlessly and efficiently in DEN's operating environment, and has strengthened our relationships with City departments, agencies, and stakeholders. To augment our DEN experience, we have partnered with experienced local and disadvantaged business enterprise (DBE) firms for this PMT contract. DBE team members include: Communications Infrastructure Group (CIG); Civil Technology, Inc.; Geocal, Inc.; J.A. Watts, Inc.; LS Gallegos & Associates, Inc.; Sunland Group, Inc.; and ZANN, Inc. Additional team members include: Aegis Project Controls; C&S Engineers, Inc.; Lean Technology Corporation; and RIB U.S. Cost.

When not working at the airport, our team will be housed in AECOM's local office in the Denver Tech Center, less than 30 minutes away. **Our work will be done in Denver.**



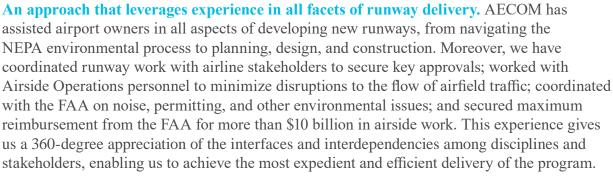
Clear Lines of Responsibility and Communication A local Program Manager supported by a diverse team. Our Denver-based Program Manager, Jeffrey (Jeff) Warkoski, PE, has built a career delivering complex runway programs across the Americas, for airports such as Miami, Philadelphia, Los Angeles, Detroit, Boise, Palm Springs, Portland, Lima, and Cartagena—as well as right here at DEN. Jeff has consistently delivered new runways, rehabilitations, and airfield improvements. His key leadership team members include Nate



Smith for Program Strategy, who brings new runway experience from ORD and large hub airfield experience from DFW; Angel Ramos, PE, for Airside, who brings over two decades as an owner and as a designer on active airfields; Lindsey Sousa, AICP, for Landside, whose qualifications include Envision certification for sustainability projects; Meegan Davis for Program Controls, who has organized controls systems for several multimillion-dollar local infrastructure programs; and Andres Garcia for Construction Management, who bring unmatched experience related to procurement and alternative construction delivery in locations such as Chicago, San Francisco, and Los Angeles. In addition, AECOM's aviation practice gives us access to some of the industry's most knowledgeable subject matter experts, whom we will consult as needed. All key personnel identified in Section 5 are committed to this program for the duration of the contract term.

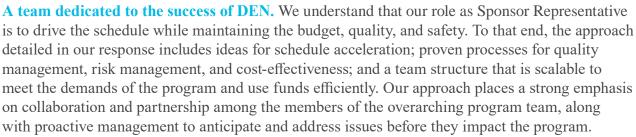


Subject Matter Experts (SMEs)





Strong, Collaborative Leadership





Deep Bench of Additional Resources A local PMT with global reach. While AECOM is U.S.-based, we have a global program management and consulting portfolio and a Program Managers' Forum for sharing innovations and best practices. The staff who will support this program bring lessons learned from large, complex airfield development programs, such as Chicago O'Hare, Dallas/Ft. Worth, Lima, Hong Kong, Istanbul, and Atlanta Hartsfield-Jackson. From these programs, we bring DEN best practices in civil, sustainability, cost and schedule control, quality management, safety, and commissioning.

AECOM does not consider any information, data, processes, or other material in our submittal to be confidential or proprietary.

The AECOM PMT brings DEN the right companies, the right people, and the right approach to accelerate the environmental approvals and deliver this important program expediently. With no learning curve, our team will be ready upon notice to proceed to meet the challenges presented by this exciting work and continue our legacy of service to DEN. Our established point of contact for this contract and next steps associated with this solicitation is Jeff Warkoski. Please do not hesitate to reach out to him with any questions.

Sincerely,

AECOM Technical Services, Inc.

Travis Boone, PE, Executive Vice President \$\mathbb{O}\$719.243.2725 \text{\cdot}\$ Travis.Boone@aecom.com 10.11

COST EFFECTIVENESS



02 COST EFFECTIVENESS



Strong, Collaborative Leadership

Many factors drive and influence cost, including risk allocation, schedule, quality, and safety. To make the most efficient use of program funds, the AECOM Project Management Team (PMT) will manage each of these variables diligently. Our PMT is flexible, scalable, and

predominantly local, and brings proven approaches and demonstrated successes toward delivering a costeffective runway program for DEN.

COST SAVINGS OPPORTUNITIES

We have studied this program and developed some ideas to explore to achieve cost savings. For example, **early procurement of materials** could provide for stable material costs and avoid construction contractor mark-up. Additionally, **early construction packages** could balance workload and secure workforce labor ahead of other competing construction projects in the region. Additional value-added efforts to reduce program costs include:

Staff Flexibility. Our flexible organization is comprised of local staff and companies, which allows us to scale staffing resources as appropriate to meet demand. This reduces our direct costs to DEN at the start of the program and through the environmental review process. We will reach back to our support staff and subject matter experts (SMEs) to meet all deadlines and support the program with technical experts only when required.

Schedule Acceleration. Saving time is saving money. Depending on the preferred runway alternative, there may be a benefit to accelerating Taxiways A and G through a Categorical Exclusion (CATEX) or Environmental Assessment (EA) process and begin their construction early. These taxiways have independent utility from an operational perspective, as their completion would provide circular taxiing access around the Jeppesen Terminal. To develop these taxiways, it will be necessary to advance critical enabling projects ahead of the runway environmental clearance. This could provide an exciting opportunity to save time and cost on the overall program.



ACCELERATING PROJECTS WITH INDEPENDENT UTILITY, SUCH AS TAXIWAYS A AND G, COULD CREATE EARLY MOMENTUM AND GENERATE COST SAVINGS.

Environmental Coordination. We will work with the Environmental Consultant and the FAA to aid their evaluation during the NEPA process, expeditiously providing all information necessary to move through the EA and avoid a lengthy Environmental Impact Statement (EIS). Streamlining the environmental process will allow construction to start sooner, which saves on soft costs and reduces escalation costs.

AECOM VALUE

This proposal provides elevated value to DEN through:

- A program manager, Jeff Warkoski, and key team members with extensive relevant runway experience
- A PMT that is predominantly local, accessible, and fully committed to this program
- Key team members who can perform multiple roles
- A PMT that is solutions-oriented, results-driven, and adaptable to change



Our Airside Lead, Angel Ramos, brings experience in preparing PFC applications and other grant applications from his time working for the City of St. Louis.

PROGRAM MANAGEMENT SERVICES

In addition, the following advantages elevate AECOM above the competition:

- Comprehensive familiarity with DEN— its airfield, challenges, processes, and stakeholders. We have no learning curve and will begin adding value on Day One.
- Best practices and lessons learned from previous airfield/runway work at DEN and nationwide. There is no trial and error with AECOM—we will get it right the first time and add value by avoiding typical pitfalls and delays that other, less experienced consultants will run into.
- AECOM's ability to adapt to the COVID-19 pandemic. The pandemic did not stop our work or progress on recent projects, as described in the highlights below.

Jorge Chavez International Airport - Lima, Peru (LIM) Design and CM. AECOM pivoted quickly from on-site to virtual working, redistributed work assignments between multiple global offices, and delivered the final design on time and within budget. We are now implementing construction through a combined on-site/virtual arrangement.

On the LIM project, AECOM optimized expenses by engaging offices around the world that offered variable staff costs to deliver the program through a virtual environment. AECOM can deploy this strategy on this program.

Chicago O'Hare International Airport (ORD)

CMAR. AECOM used an experienced O'Hare Modernization Program (OMP) Program Manager (Nate Smith) to lead the CMAR activities for the reconstruction of Runway 4R-22L. Based on his experience with the OMP at ORD, he led a team to a quick start and an early construction completion. This proves that AECOM is able to deliver airfield CMAR projects during the pandemic.



RUNWAY 4R-22L ORD - CMAR

COMPETITIVE EDGE TOWARD COST SAVINGS

AECOM provides DEN with a competitive edge in terms of costs savings, as follows:

- PMT brings valuable lessons learned from their previous roles executing new runway programs at major hub airports as engineers, contractors, planners, program managers, and owners. This comprehensive, 360-degree perspective will allow us to manage DEN's program more efficiently and proactively to achieve a successful outcome.
- A unique aspect of our organization that is a benefit to DEN is our **Program Managers Forum (PMF)**, a weekly virtual meeting where our PMs come together to discuss their advances, experiences, needs, and challenges. The PMF fosters collaboration and support among our program managers.



Subject Matter Experts (SMEs)

As successes occur, the knowledge is shared so that all our clients can benefit from the information. Likewise, when our PMs experience challenges, their peers offer experiences and potential solutions for consideration.

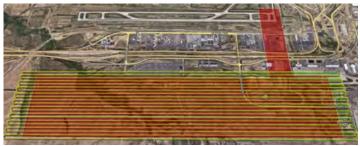


VALUE-ADDED TECHNOLOGY AND PROCESSES

Many types of technologies and platforms can be used to enhance collaboration and reduce cost. Two technologies that AECOM has used to bring value to similar programs are described below.

Plan\$pend. This proprietary AECOM software allows capital planners and asset managers to identify projects, estimate costs, quantify impacts, and compare alternative scenarios for scheduling and outlay of capital funds. For DEN, the software could be adjusted to realize both initial capital outlay and future maintenance of the runway facility. Plan\$pend facilitates early design decisions, allowing the PMT to further adjust future capital needs.

Unmanned Aerial Systems (UAS) Survey. AECOM is using UAS technology for topographic survey on numerous projects, including airports. One possible application that could be implemented at the onset of this program would be to obtain accurate topographic survey for each runway option so that more accurate existing information can be understood, and costs recognized. This cost-effective method requires coordination with the FAA and DEN Operations, but could provide information much more quickly than standard field topographic survey.



EXAMPLE OF UAS SURVEY FLIGHT PLAN PATH FOR RW 7R-25L OPTION

CONTROLLING COSTS

AECOM has led more than \$10 billion in large civil airfield infrastructure programs in North America over the last 10 years. Applying best practices and lessons learned from these programs will be pivotal to making this program a success. Our strategies for cost control include proactive program controls and deployment of a risk register for proactive management of risks that could impact cost.

As the PMT, one of our key responsibilities is to be fiscally responsible for all expenditures. That philosophy has proven effective on other new runway programs that AECOM has managed at large hub airports. The table below summarizes our successes in achieving final construction costs below initial budgets, through proactive risk management and aggressive cost control.

PROJECT	BUDGET \$000	FINAL COST \$000
ATL: 5th Runway	1,200,000	1,117,000
FLL: Runway Expansion	751,000	750,500
MIA: New Runway	123,000	121,000
ORD: 9L-27R Runway	571,946	463,951
ORD: Runway 10L	296,137	208,198
ORD: Runway 10C	1,284,780	1,234,414
ORD: Runway 10R	549,950	499,530
ORD: Runway 9C	733,828	702,134
LAX: Airside Program	506,810	488,705

AECOM'S PROACTIVE RISK MANAGEMENT AND AGGRESSIVE COST CONTROL DELIVER RUNWAYS AT OR UNDER BUDGET.

OPTIMIZING EXPENSES

To optimize expenses and reduce unnecessary costs, we will focus on minimizing travel and managing staffing levels proactively.



Clear Lines of Responsibility and

With the majority of the AECOM PMT Communication already living in the Denver metro area, we will have lower travel costs than other teams. Furthermore, AECOM has been at the forefront of working virtually through collaborative software such as Microsoft Teams, among other platforms, and we will use these tools as our primary way to hold meetings and communicate with non-local staff.

Any travel to Denver by out-of-town SMEs or support staff will require prior approval. Each approval will be tested to confirm that travel is required to perform the task at hand. We will group and organize on-site tasks to minimize travel and optimize expenses.

To optimize our resources, we will develop a comprehensive staffing plan that identifies individual team member responsibilities. Once we reach maximum capacity of our on-site key team, we will first call upon our local subconsultants to perform additional tasks within their areas of expertise. We will revisit the staffing plan weekly and adjust it to meet the program needs.

MAXIMIZING STAFF PRODUCTIVITY

We have taken several steps to ensure that our staff costs remain low and productivity high, including:

- Local Team Flexibility. By utilizing local staff, we can more efficiently manage less-than-full-time resources to maximize their productivity. Likewise, full-time staff are dedicated to the DEN program without distractions competing for their time.
- Multiple Capabilities. Our key PMT staff have experience and certifications that will allow them to fulfill multiple responsibilities based on program priorities. This ability ensures that they will always have productive work on the program and that DEN will benefit from our most experienced staff.



Our Landside Lead, Lindsey Sousa, brings our team experience with local transit and highway planning, along with landside aviation planning.

expenses and lost time due to travel, we have organized ourselves to allow most of our SMEs to work virtually on an as-needed basis. In this manner, they can be accessed quickly, and only when needed, maximizing their productivity while engaged on the program.



Subject Matter Experts (SMEs)

ANTICIPATING CHANGE



Integrated and Inclusive Team The key to creating a collaborative environment within our team and with stakeholders is to foster open dialogue and communication with all program team members. This proactive collaboration, combined with our proven risk management tools, will help us anticipate

and mitigate risk throughout the program. The use of a risk register will help create an environment of predictive planning for the entire program team.

Additionally, upon notice to proceed, our team will develop a clear governance and responsibility matrix covering the various program parties. This matrix will facilitate effective decision making and establish levels of accountability for program team members, including the PMT and environmental and design teams.



"AECOM always delivers in terms of achieving budget, schedule, and quality. This is no accident. They use the systems that the lay person can understand and the technical staff knows are appropriate. They get the right information and have the right people to perform the required analyses. Their record speaks for itself."

Charles J. Isdell, AAE, Former Director of Aviation City of Philadelphia, Philadelphia International Airport

USING AND MANAGING SUBCONTRACTORS EFFICIENTLY

The AECOM PMT includes local subcontractors that will provide valuable support to the scopes of work within this program. Most of our subcontractors are Disadvantaged Business Enterprise (DBE) firms. To use our subcontractors effectively, we will develop clearly written scopes to eliminate redundancy and hold subcontractors accountable for their assigned tasks and deliverables. We will use our comprehensive staffing plan for proactive planning. To help eliminate redundancy, our team will deploy two strategies:

- Proactive planning through the development of a responsibility matrix to coordinate roles and responsibilities
- Review of current staff responsibilities and future planned staffing needs to eliminate redundant positions, consolidate responsibilities, and make more efficient use of subcontractor personnel

AECOM provides the best value for DEN through our custom-built PMT, innovative tools, and proven approaches from our experience on major aviation programs across the country.



UNDERSTANDING THE PROJECT, PROPOSED WORK PLAN, AND APPROACH



UNDERSTANDING THE PROJECT, PROPOSED WORK PLAN, AND APPROACH



Strong, Collaborative Leadership

Our Program Manager, **Jeff Warkoski**, has led or been extensively involved in large, complex airfield programs at large hub airports such as DEN, LAX, DTW, MIA, and PHL, among others, as the designer or program manager. He also has successful experience in managing environmental approvals, landside improvements, and construction, including alternative delivery. We have included an interview

with Jeff in which he explains his understanding of the program and how he and his team are preparing to deliver the work successfully.



What is your understanding of what is involved in performing the scope of work?

JEFF: If selected, we will serve as DEN's Sponsor Representative, responsible for delivering the new 7th Runway in the most cost-effective and time-efficient manner. As our Program Manager, I will coordinate and manage the entire development and implementation process from environmental through design, and, ultimately, construction. While these large programs are exciting and challenging, they rarely follow a straight path. So, it will be incredibly rewarding to work alongside DEN, their stakeholders, and the entire team to course-correct and implement this program, culminating in a runway commissioning.

What excites you about the Future Runway PMT at DEN?

JEFF: I am very excited to work with DEN, subconsultants, and people with whom I have executed work in the past. The runway program, itself, is incredibly exciting, as it is vital to the overall National Airspace System (NAS). I firmly believe that our team will bring DEN positive energy and proven ideas to manage this program. I also genuinely feel that I can bring a level of excellence to DEN from my experience on runway programs at airports such as PHL, MIA, LAX, DTW, and here at DEN. These experiences have been a blend of program management and design, which will ultimately benefit DEN in the implementation of this program.

From a team perspective, this program is exciting on many levels. Many of us have worked with DEN in the past and there would be no higher compliment than being selected to manage this important program. Our team looks forward to helping DEN engage with the Denver community to provide diverse and inclusive businesses opportunities for local firms to contribute on this program.

What are some of the complexities, challenges, and problems involved?

JEFF: Initially, we must **support an expeditious** timeline for the environmental process. We will approach this phase of the program with a high level of urgency to reduce time on the environmental schedule. One complexity that we will address is motivating the environmental process while maintaining the required separation from the FAA and the Environmental Consultant. We will also start working with the FAA immediately regarding design, procurement, and installation of NAVAIDs, and will develop contingency plans for implementation if delays occur with FAA Tech Ops. Coordination with numerous airport stakeholders and public **involvement** throughout this program will be essential to build momentum and develop positive relations. Once in Phase II, design and construction must minimize operational impacts to DEN. With the potential for stimulus funding to be distributed over multiple infrastructure project types, the Denver metro area may be become quite thin with respect to its workforce and raw materials availability. Future CDOT or other transportation-related projects may influence construction costs and contractor availability

for this program if we are not adequately prepared. Depending on the preferred runway alternative, a few ideas to address these challenges include early work packages, allowing the contractor to advance material purchases (to lock in unit costs), workforce development, and contractor outreach.

What is your philosophy and approach to dealing with problems?

JEFF: We will identify potential problems proactively, well before they occur, through our risk management process. This process will allow the entire team to formulate primary and backup plans to address problems before they happen. A good back-up plan is necessary, as it allows the team to pivot quickly and work toward progress while minimizing any impacts. Should unforeseen problems surface, we will communicate with DEN immediately, work to identify the root causes, and solve the real issue, rather than simply placing a "band-aid". I learned long ago that problems do not get better with time and that has been reinforced throughout my career. My team and I will provide DEN with clear, concise, and timely communication in an effort to be completely transparent. This philosophy will be encouraged through the entire team.

Describe your team's sensitivity to, and experience in, dealing with existing or potential key issues.

JEFF: We are very aware of DEN's key issues related to this new runway program, including the critical need to control cost, deliver expeditiously, and minimize scope changes. At the onset of the program, we will work with DEN to identify overall goals and objectives and discuss key issues. Regular communication with DEN is essential as our team monitors and identifies additional issues as they arise. We will develop a responsibility matrix so that DEN and the PMT can agree on responsibility and accountability. As we maneuver through this program together, we will encounter undocumented or unforeseen key issues, and the PMT will collaborate



Clear Lines of Responsibility and Communication immediately with DEN prior to any further action. As coordination with impacted stakeholders and the public is also very important, we will develop a communication plan with a unified message, alongside the responsibility matrix. To best support DEN with public

outreach, we have included a local DBE firm, CIG, as part of the PMT.

Are there any additional issues or matters relating to the Scope of Work which should be addressed?

JEFF: Yes! Each of the six runway options (and the no-build option) will need to be considered during the environmental process, and each option has its own set of challenges. For instance, the option to construct Runway 16R-34L includes a small parcel of land at the proposed northern threshold that will need to be acquired by DEN. An inactive oil rig was on that property and the site will require environmental remediation. Runway 8L-26R needs to be evaluated for its ability to be constructed to an ultimate length of 16,000 feet, as a protected creek runs through the eastern portion of the project site. The Runway 7R-25L option requires implementation of several enabling projects, including relocation of an existing recycling facility and construction trailers along 71st Street, Jackson Gap Road and 71st Street. Coordination with cargo, RTD, and CDOT is also needed. Should Runway 7L-25R become the preferred alternative, we have developed a plan to accelerate portions of that complex (enabling projects, Taxiways A and F, and taxiway bridges), while not compromising the integrity of the environmental process for the Future Runway.

Last, we will develop an overall approach to address line of sight from the FAA Air Traffic Control Tower (ATCT) to each proposed runway end, and for response times for Aircraft Rescue Fire Fighting (ARFF) vehicles.



DEN FUTURE RUNWAY OPTIONS

PROJECT MANAGEMENT AND ORGANIZATIONAL APPROACH

To be successful in project management, communication and collaboration are key, and it is vital to complete tasks proactively and assign knowledgeable staff with a full understanding of the work. AECOM's approach is to deliver quality work every time by assigning the right personnel with the right experience. Assignments will be made based on the experience and best practices that each person brings from similar projects and programs, tailored to the DEN environment. Lessons learned enhance the owner experience by circumventing problems before they happen.

AECOM will implement a proactive approach to quality at all levels, with commitment to achieve the program requirements in an efficient, cost-effective manner. We will perform work in accordance with all defined requirements and industry standards, and will constantly review Key Performance Indicators (KPIs) to monitor work and progress accordingly. The AECOM PMT is built to provide hands-on experience in new runway environmental, design, and construction, combined with knowledge of safety, operations, and project delivery, and the knowledge of how each must work together.

Our team is guided by regulations and criteria specific to the airport environment, and our strong working relationships with stakeholders and local and federal agencies will be of great benefit to DEN. To handle the complexities that arise, we will assign personnel who are qualified to address issues quickly without expanding staff. Our PMT is structured to be task order-based, including cost and schedule controls and budget management.

AECOM's PMT is organized so that leadership and oversight are provided by key staff who are knowledgeable of the work required and expertise needed for each specific task. Our key personnel are experienced on DEN projects and are experts in their respective disciplines. They are great collaborators, managers, and leaders who have a history of success in making timely and informed decisions.



METHODS FOR PERFORMING THE SCOPE OF WORK



Subject Matter Experts (SMEs) Our key personnel will perform the bulk of the identified services, and we will reach back to our SMEs only as needed. This will reduce the number of staff needed, while dedicating staff with more comprehensive aviation program management skills to handle most needs.

When an SME is needed, AECOM has the strongest and deepest bench in the industry.

Scope and Schedule. Immediately upon selection, we will complete and submit a project scope of services (Task 100 – SDT) within 45 days of the notice to proceed. We will start with a baseline schedule, develop a work breakdown structure (WBS) for our services, and assist with the environmental and design scopes accordingly. Concurrently, we will also collaborate with DEN on goal setting and expectations.

Governance. As the scope of services is developed and contract work begins, we will implement governance for the program. This will clearly identify the specific roles and responsibilities for each PMT member. By doing this, communication protocol and approval authority will be clearly agreed upon between DEN and the PMT and tracked for success.

Co-Location. We will be flexible to locate key team members together in our Denver office (Denver Tech Center) or another strategic location. At the appropriate time during Phase I, it will be imperative that we

be located at DEN, close to airport and FAA staff and others for the duration of the program. Given where we are with respect to COVID-19 and public health restrictions, we will work closely with DEN to determine when staff will be co-located based on staff safety and program needs.

Staffing. The initial scope of services described in the RFQ is a key factor in how we round out staffing needs in our proposed PMT structure. Anticipated PMT services will require different skill sets and positions during Phase II of the program. AECOM will implement further outreach programs to identify additional diversity within the PMT. The chart below labeled Anticipated Staffing- Key Personnel illustrates our initial thoughts as to how our key staff will be assigned to the project as it moves through the various stages. We will be nimble to make adjustments along the way, to be efficient and highly responsive.

Program Schedule. Development of an overall program schedule will include the identification of early milestones that we will track and manage to anticipate issues and to allow us to present solutions. The schedule will be mindful of outside influences, and float will be included in the overall program. Management of the design schedule will include real-time tracking of cost and schedule and will evaluate the earned value of progress against each deliverable. Reporting will be done via dashboard, where a predictive model will be implemented. This predictive model will be set up to anticipate issues, possible resolution, and alternative solutions.

Coordinating the Work. As we focus on collaboration, communication, and responsiveness to the Environmental Consultant, we will not direct any elements of environmental process. We will be responsible for managing the Design Consultant. Part of this includes weekly meetings with the design team through the duration of the program. To be effective, these meetings will require an agenda with specific and focused workshop items to be discussed, and meeting minutes distributed to all attendees and extended key staff. Action items will be assigned and tracked continuously, and the FAA should be included for their input.

At various points throughout the program, the City of Denver, tenants, and other entities will need to be included for input and concurrence. We will facilitate regular discussion with DEN to agree upon the appropriate interactions and timing for inclusion of these various groups, and we will take a leadership role to facilitate this coordination effort. Additionally, as the need arises to build consensus with extended DEN staff, we can hold town hall meetings to describe and discuss the program.

Our responsibility is to be an advisor and fiduciary to DEN for the Future Runway program. To this end, we will provide progress reports to DEN in the form of dashboards that convey the status of the work in real time. Equally importantly, we will establish open lines of communication to foster a relationship of collaboration and transparency.

	ANTICIPATED STAFFING- KEY PERSONNEL									
	Phase I - Environ	mental	Phase II - Design and Construction							
_	Scope Development	PreDesign Program Mgmt	Procurement Program Mgmt	Design Program Mgmt	Construction Mgmt	Commissioning				
	Jeff Warkoski									
	Angel Ramos									
	Nate Smith									
	Lindsey Sousa									
	Jennifer Bell									
	Meegan Davis									
	Suzanne Arkle									
		Andres Garcia								
	Key Personnel - On Si	ite Key Personnel -	Remote / On Demand							



AECOM served as Metropolitan Washington Airports Authority (MWAA), agent during the EIS for the Dulles Development Program (D2).

This program resulted in the expansion of airside and landside facilities including engineering, construction, and commissioning of a new runway, and was liaison with the FAA and the EIS consultant and provided regular updates to the MWAA.

WORK PLANS

Environmental Management. The PMT will develop a comprehensive Work Plan (Task 100 – SDT) to coordinate the work of the Environmental Consultant through Phase I. This will include attendance at weekly or biweekly meetings (Task 1.1 of the Environmental scope), review of progress reports (Tasks 1.1 and 1.2 of the Environmental scope), and close coordination of the transfer of information from the Design Consultant to the Environmental Consultant. We will provide timely response to the Environmental Consultant's information-gathering efforts, log and track requests for information, track the progress of the NEPA submittal, and review environmental documents for completeness and accuracy.

Design Management. Our comprehensive Work Plan will include managing the Design Consultant through Phases I and II. In addition to the weekly coordination meetings with the design team mentioned above, we will review preliminary design documents for completeness and accuracy during Phase I. This iterative process will include frequent "page turns" with all parties to verify that all design criteria are being met. Six runway options will be evaluated during Phase I. One, or possibly two, options (II.2.2 of Design Services scope) will be identified to be advanced to the 30% completion level by the end of Phase I services.

Sustainability. Sustainability is a key objective for DEN and a goal for this program. **Carly Shannon** (C&S Companies) will lead Sustainability for the PMT, where all airfield work shall be Envision Silver



or greater, and any vertical construction (ARFF, Control Tower, or other) shall achieve LEED Gold certification. Our approach will include early integration of Envision during the environmental phase to bridge NEPA

documentation into the Envision framework and allow for robust opportunities to incorporate sustainable initiatives

Grant and PFC Applications. The Work Plan will include assistance with grant applications and PFC applications. **Angel Ramos** will lead this effort. His recent experience working as the owner for STL makes him highly qualified to assist DEN.

Alternative Delivery. The Work Plan will include workshops to discuss alternative methods of construction delivery. We are able to access knowledge from our construction services group, AECOM Hunt, which completed work on the DEN Westin Hotel. Construction manager at-risk (CMAR) is anticipated to be the preferred construction delivery method; however, design-build, progressive design-build, and design-bid-build could all be considered depending on the preferred runway alternative. Jeff and his team all have experience with varying project delivery models and will provide valuable insight.

Construction Procurement. AECOM will facilitate the construction procurement process on behalf of DEN. This will include all coordination, permitting, and document preparation/compilation. Once construction begins, **Andres Garcia** will lead the effort as Construction Manager and oversee quality assurance inspection and QA Materials Testing.

Electrical, Lighting, and NAVAIDs. Doron Lean (Lean Technology) will coordinate and review airfield electrical and lighting systems, assist with flight procedures, and assist in the commissioning of the new runway with respect to NAVAIDs.

Safety. Work plans will incorporate safety into everything we do. Safety is one of AECOM's core values and we will drive awareness through lessons learned, safety moments, LifeGuard observations, toolbox talks, and other means as we strive to make the Future Runway at DEN a zero-accident program.

EXPERIENCE AND APPROACH TO COORDINATING WITH GOVERNMENT AGENCIES

A new runway will require coordination will the local FAA (Airports District Office) ADO and FAA Tech Ops. The FAA ADO will coordinate design and construction standards, along with funding of the overall program. FAA Tech Ops will be involved to coordinate NAVAIDs and flight operations.

At a local level, AECOM provides services to multiple City of Denver departments, including the Department of Transportation and Infrastructure (DOTI, formerly Public Works), Public Health and Environment, Community Planning and Development, Economic Development and Opportunity, Performance-Based Infrastructure, and Parks and Recreation. As we currently hold on-call contracts with the City for bridge, traffic, environmental, and wastewater engineering services, we will utilize these relationships to coordinate efforts across these agencies.

AECOM has extensive experience working with the FAA on major airfield improvement programs. One example of our involvement and approach is on the O'Hare Modernization Program, which relocated six runways. As Program Manager, **AECOM (specifically by Nate Smith and Andres** Garcia) has provided leadership with the City of Chicago and with the FAA to coordinate all program efforts. Throughout the program, AECOM facilitated monthly (tactical) meetings that included program stakeholders, FAA ADO, and FAA Tech Ops. Once in construction, additional weekly (Implementation) meetings were held that included the FAA ADO, Tech Ops and Air Traffic. These measures provided a level of transparency and collaboration that resulted in the successful delivery of a \$9 billion reconfiguration of ORD's airfield. We have also performed similar coordination efforts with the FAA on major airfield programs at DFW, LAX, ATL, and several other large hub airports. We will equip the team with successful coordination tools to ensure streamlined development of DEN's Future Runway Program.

Our team has also performed program and project management for major CDOT projects over the past five years, many of which include federal funding with oversight by the FHWA. These assignments have included corridor roles for alternative delivery, including I-25 South final design, I-25 North owners representative, and I-76 East Final Design. This diverse experience and resulting strong relationships with city and state agencies will help our team carry out the successful coordination this program requires.

EXPERIENCE AND APPROACH TO WORKING WITH DIVERSE PEOPLE AND COMPANIES

Equity, diversity, and inclusion (ED&I) are central to all we do at AECOM. Jeff Warkoski and Nate Smith recently completed design of the LIM airfield (runway,

taxiways, air traffic control tower), where they managed a diverse team, with members originating from the U.S., Spain, Colombia, the United Arab Emirates, and Peru. Language, culture, and experience were all elements to overcome, yet they accomplished the work skillfully through AECOM's core values and leadership.

As a leader in the industry, our ED&I program is more than a philosophy—we attract, retain and develop talent from different backgrounds, worldviews and ways of thinking, and continually engage a diversity of local and regional firms with the knowledge to problem-solve and deliver quality work.

MEETING DBE GOALS

AECOM will meet the DBE participation goal of 25% for both Phase I and Phase II of the program by engaging talented local DBE partners that can deliver the tasks assigned. Our team structure provides the ability to adapt and supplement workloads to increase DBE participation where appropriate. For instance, team members such as Civil Tech, LS Gallegos, and Sunland are able to support the program by providing additional staff as needed to manage projects or perform design reviews beyond their initial task assignments.

ZANN (Suzanne Arkle) will use B2Gnow monitoring software to track DBE participation on a regular basis and assist in developing adjustments for the program duration. If tasked, ZANN (as part of the PMT) is fully able to track DBE participation across the entire program (PMT, environmental, design, and construction) so that overall goals are recognized and met.

The table below summarizes AECOM's successes in exceeding DBE participation goals on national aviation program management assignments.

DBE PARTICIPATION ON NATIONAL AVIATION PROGRAM MANAGEMENT ASSIGNMENTS

MAJOR US AIRPORT PROGRAMS						
Location	Goal	Actual				
ATL	37%	43%				
ORD	30%	51%				
DEN	30%	48%				
DFW	40%	42%				
LAX	20%	42%				
JFK	None	21%				
IAD/DCA	21%	23%				

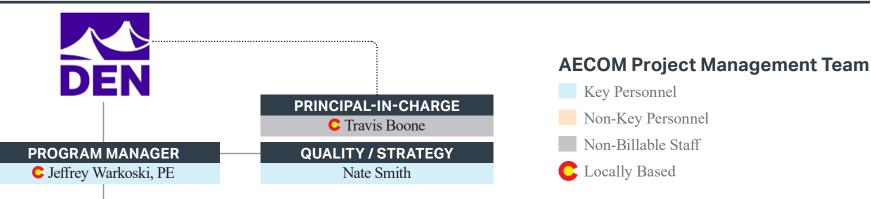
KEY PERSONNEL



KEY PERSONNEL

INTRODUCTION

The proposed AECOM PMT organization is lean and able to respond quickly and efficiently to DEN's needs; thus we've purposely kept our organization flat. This empowers our key personnel to lead effectively in their areas of responsibility, and streamlines communication and decision making throughout the organization. The project organization chart presented also recognizes that the DEN Future Runway program will evolve as it migrates from Phase I (Environmental and Preliminary Design) to Phase II (Final Design and Construction). Our strong, locally-based team allows us to be there when needed and scale back when not needed.



AIRSIDE

Angel Ramos, PE, AAE

LANDSIDE

C Lindsey Sousa, AICP, LEED AP

ENVIRONMENTAL

C Jennifer Bell

COMPLIANCE OFFICER

 \bigcirc Suzanne Arkle (Z)

PROGRAM CONTROLS

C Meegan Davis (*LG*)

CONSTRUCTION MANAGER

Request for Qualifications #202057158

Andres Garcia, PE

SUBJECT MATTER EXPERTS AND SUPPORT STAFF

AIRFIELD ELECTRICAL

Doron Lean, PE (L)

DESIGN REVIEWS

© Eric McClure, PE

ARCHITECTURAL

C Brad Bull

STRUCTURAL

Midhat Hassan, PE

AIRSPACE

Paul Hannah (L)

SCHEDULING

Thomas Niepoth (A)

CCD / CDOT / RTD

C Tony DeVito, PE

BRIDGES

G Gary Maji, PE

DRAINAGE / UTILITIES

© Will Carrier, PE, CFM

PROJECT DELIVERY

Todd Gnospelius

PUBLIC OUTREACH

C Laurie Meza (C)

FAA NEPA

Bryan Oscarson

PLANNING / ALP

Yasmina Platt

FAA COORDINATION

Angel Ramos, PE

PFAS

John Santacroce

ENVISION/LEED

Carly Shannon, LEED AP BD+C, ENV SP (CS)

PROJECT MANAGER(S)

C AECOM / Sunland (S)

LAND ACQUISITION

Luciano Iascone

GRANT APPLICATION/PFC

Angel Ramos, PE

COST

Russell Mcelreath, CCP (UC)

CONSTRUCTION PACKAGING

Andres Garcia, PE

DOCUMENT CONTROL

CLS Gallegos (LG)

RISK MANAGEMENT

© Eric Antillon, PhD

STAKEHOLDER ENGAGEMENT

C Pam Kohl (JW)

OFFICE ENGINEER(S)

C LS Gallegos (LS) / AECOM

CONSTRUCTION INSPECTORS

Sunland (S) / CivilTech (CT) / J.A. Watts (JW) /AECOM

QA/MATERIALS TESTING

Geocal (G)

COMMISSIONING

AECOM/Lean (L)

The AECOM team is structured to provide lean, efficient, Lindsev Jeff Jennifer Nate Angel Suzanne Meegan Andres Warkoski Ramos Bell Sousa Smith Arkle Davis Garcia AEGIS (A)

and hands-on management leadership, supported through reach-back subject matter experts and support staff to deliver the PMT scope efficiently throughout the life cycle of the DEN Future Runway Program.



Strong, Collaborative Leadership



Integrated and Inclusive **Team**



Clear Lines of Responsibility and Communication



Deep Bench of Additional Resources



Subject Matter Experts (SMEs)



Presenting DEN's Future Runway Project Management Key Leadership Team AECOM delivers great people who deliver great projects!

SUBCONSULTANTS

CIG (C) SBE, DBE, MWBE

Civil Technology (CT) SBE, DBE, MWBE

C&S Engineers (CS)

Geocal (G) DBE

J.A. Watts (JW) SBE, DBE, MWBE

Lean (L)

LS Gallegos (*LG*) SBE, DBE, MWBE

RIB U.S. Cost (UC)

Sunland (S) SBE, DBE, MWBE

ZANN (Z) SBE, MWBE, ACDBE, EBE

TEAM QUALIFICATIONS



Aegis Project Controls, Inc. (Aegis) is a project controls/owner representative services firm founded in 2005, with

offices in Greenwood Village, Colorado. Aegis has successfully provided project controls services for more than 3,000 large, complex infrastructure projects. Their aviation experience includes work at LAX and DCA, among others. Aegis will provide programlevel scheduling services.



Communication Infrastructure Group

C|1|G (CIG) is a Denver-based full-service public involvement, public relations,

marketing, and graphic design firm, and a certified DBE/MWBE/SBE. Since 2010, CIG has facilitated communication and outreach for DEN by working collaboratively with the multitude of departments and stakeholder groups involved in airport projects and initiatives. During their time at DEN, they have fostered relationships among airport employees, stakeholders, concessionaires, elected officials and operations managers. CIG will coordinate and facilitate all outreach programs.

CIVIL TECHNOLOGY INC.

Civil Technology, Inc. (Civil Tech) is a

Denver-based DBE/MWBE/SBE firm that provides program, project and construction management services on a variety of horizontal (civil) and vertical (building) projects. Civil Tech has been involved in numerous projects at DEN, including the Concourse Expansion Program, airport concessions, landside, airside, baggage system, toll plaza relocation, parking garages, Great Hall, and others. Civil Tech will augment staff by providing project inspectors.



C&S Engineers, Inc. (C&S) is a multidiscipline consulting firm with a 50-year history of providing well-

rounded, comprehensive, and resilient solutions for clients. C&S has developed into an industry leader in sustainability and resilience in airport projects, including achievement of Envision Silver and higher at DTW, SAN, IND, PVD, LAX, and SMF. Through these successes, C&S will lead the Sustainability/ Envision/LEED efforts.



Geocal, Inc. (Geocal) is a Denver-based DBE professional services engineering firm established in 1989. Geocal provides

expertise in construction management, inspection, material testing services, and geotechnical engineering for transportation and infrastructure projects. Geocal has provided geotechnical engineering and materials testing for DEN and other airports throughout Colorado. Services have included geotechnical investigations and design recommendations for taxiways, runways, and other airport facilities. They have also been involved in providing materials testing of concrete, asphalt, aggregate, and soils. Geocal is tasked to provide quality assurance materials testing.

J.A. Watts, Inc. (JWI) is a woman-owned DBE/SBE/MWBE program management and construction management firm with

offices in Denver. With nearly 22 years of experience serving airlines and airports, JWI has evolved into a key member of the DEN Concourse Expansion Program (CEP) by building strong relationships between stakeholders. JWI will provide Stakeholder **Engagement to assist DEN on the Future Runway PMT.** In addition to the firm's work on the DEN CEP, JWI has fulfilled similar roles on the \$8.5 billion "O'Hare 21" redevelopment program at ORD, and on the \$916 million TCore Program at PDX.

ELEAN Lean Technology Corporation (Lean) brings experience with

program and construction management services for electrical engineering and aeronautical projects at airports such as SFO, LAX, SLC, and DEN. Lean specializes in airspace engineering, airfield lighting, NAVAIDs, flight procedures, and flight operations engineering, and their expertise in this field has gained the company international recognition. Since its inception in 2003, Lean has performed more than 200 electrical and airspace projects at 100 hub and regional airports, including several with AECOM. Lean will provide management support for airfield lighting, NAVAIDs, airfield vault, miscellaneous electrical, and runway commissioning.

LS GALLEGOS

LS Gallegos & Associates Inc. (LSG) is a Colorado-based,

Hispanic-Owned, DBE/MWBE/SBE transportation consultant established in 1988, providing project management advisory and support services. LSG has extensive experience providing document control

support for both the private and public sectors, using a variety of different systems. LSG personnel are proficient in the use of most current systems used on major capital infrastructure projects, including ACONEX, Documentum, Oracle, ProjectWise and Microsoft SharePoint. LSG has extensive experience with AECOM and at DEN, having been involved in 10 significant programs since 1991. LSG will lead the Program Controls effort and provide other support office engineering staff.

RIBU.S.COST RIB U.S. Cost (RIBUSC) has been providing construction

estimates, program costs, and project budget management for over 30 years. The firm has provided estimating services in support of airfield programs with AECOM at DFW, BUR, and FLL, among others. RIBUSC has been engaged on more than 30 airport and runway programs nationally, providing cost estimating services from programmatic information, and with various alternative construction delivery methods. RIBUSC will provide management support relating to cost estimates and budgeting.

Sunland

Sunland Group, Inc. (Sunland) is a multidisciplinary, woman-owned, DBE/SBE/MWBE firm offering

innovative solutions nationwide from its offices in Denver and Austin, Texas. In the firm's 35-plusyear history, Sunland has completed more than 400 major projects with a total construction value of more than \$15 billion. Sunland has provided project and construction management services for various projects at DEN since 2004. As an extension of staff, Sunland has provided project management, construction inspection, on-site quality control inspectors, project controls staff, and contract administrators. Sunland will provide project managers, as needed, during Phase I of the program, and project inspection staff during Phase II.

ZANN, Inc. (ZANN) is a Denver-based ACDBE/EBE/MWBE/SBE management

consulting firm that advises clients on small business growth, workforce development and participation on major capital development and infrastructure projects. Through these services, ZANN has directed the utilization of over \$3.9 billion for small businesses on projects valued at \$14 billion. Clients include publicsector owners, prime consultants, and contractors. ZANN is currently serving as the MWBE Manager for two projects at DEN, including the CEP and the

Great Hall Design Reallocation Project. ZANN will be manage all DBE participation, small business growth, and workforce development.

ABILITY TO PERFORM AND **COORDINATE THE WORK**

The AECOM team's flat organizational structure will facilitate a uniform and consistent application of DEN's processes and protocols—including design principles, design standards, bidding and procurement, and construction contract requirements. We will work with DEN to develop and augment these requirements with additional relevant standards and protocols applicable to this specific runway program.

Our key personnel identified will be responsible for performance of Phase I work. They have worked with each other and at DEN, and these established working relationships form a strong foundation upon which they will execute the work. Each has a clearly defined role that includes multiple PMT responsibilities, which clarifies and strengthens lines of communication with DEN and key stakeholders.

We are also well organized to effectively coordinate the work. Many of our team have extensive previous experience working with DEN and the City, and these established working relationships will facilitate better communication to advance the work.

There is no duplication of effort or overlap of costly management levels; our lean, efficient key leadership team is composed of highly experienced individuals who know how to work together to deliver DEN's new runway program. AECOM's organizational structure offers the DEN the following benefits:



Strong, Collaborative Leadership

Strong, Collaborative Leadership. Jeff Warkoski brings the program over 25 years of experience at numerous large hub airports, including DEN, LAX, DTW, MIA, and PHL, among others. His experience as both a Program Manager and a Design Project Manager broadens

his perspective and effectiveness. His broad experience also includes participation on runway Environmental Assessments at the PDX and DTW airports. He has worked with many of the key personnel on our team and his hands-on experience with FAA criteria, policy, and procedures will be invaluable to the team. Jeff embraces collaboration and transparency and takes

appropriate action to progress decision making while mitigating risk exposure to the client.



Integrated and Inclusive Team Integrated and Inclusive Team. The DEN Future Runway Program will be most successful with a team that is highly integrated, with equity, diversity and inclusion central to team building and problem solving. Our emphasis on collaboration and transparency with all

entities involved will directly result in more effective project management by providing multiple lines of open communication, information exchange, and responsive decision making.



Clear Lines of Responsibility and Communication Clear Lines of Responsibility and Communication. To manage the services most efficiently, we have established clear areas of responsibility within our organization, without duplicating effort. Each team member clearly understands their role, which keeps project delivery lean and efficient. Further, our

organizational structure aligns with DEN's, allowing communication to happen peer-to-peer and through an appropriate management hierarchy. Understanding responsibilities and clear lines of communication provides the backbone for a high-performing team. This philosophy will be implemented further as the PMT integrates with DEN.



Deep Bench of Additional Resources

Deep Bench of Additional Resources.

Program requirements often change quickly, and we are a team that has the resources to meet changing requirements. A key benefit that our team brings to DEN is a highly experienced and knowledgeable key leadership team along with the

backing of well-qualified local team members and a nationwide network of additional resources when needed. This depth of local talent and national reach facilitates our ability to mobilize and demobilize quickly and efficiently.



Subject Matter Experts (SMEs) Subject Matter Experts (SMEs). Our global reach and involvement in aviation work around the world puts us on the cutting edge of airport project solutions. We can call upon SMEs in virtually any aspect of aviation, from ARFF buildings/air traffic control towers and their special

systems, to BIM, to roadway geometrics and standards, to high-speed scanning for pavement maintenance and management. We will deliver expertise quickly and provide key assistance in addressing your needs.



A crane that was erecting a downtown tower was penetrating SAN's runway approach surfaces. When the Authority's General Counsel had questions on the crane's operational options, AECOM found an

SME within two hours on a Friday evening to answer the questions and provide available options.

PMT OFFICE LOCATION

At the onset of the program, the key PMT staff will be co-located together near DEN, or, as a cost-saving option, co-locate at the AECOM Denver office in the Denver Tech Center. We will work with DEN to determine the appropriate time to transition PMT staff near or at DEN. As a local team, we offer the flexibility to meet your needs.

PMT FIRMS, COMPANY ADDRESSES, SCOPE AND ASSOCIATES

AECOM has assembled a team of primarily local firms that provide expertise, diversity, and depth to generate continuity and momentum. The table on page 5 provides a snapshot of each firm's primary work location, number of offices, anticipated scope, and number of employees who will be available for this assignment.

"There is always a need for key talent and expertise to address project issues and answer key questions. AECOM was instrumental in mobilizing this talent on a short notice to address our needs without burdening the project costs with their long-term placement on the project. The breadth and depth of talent was impressive. I greatly appreciate the leadership talent that AECOM brought to the project."

Hardy Acree, Former Sacramento County Airport Director

FIRM AND LOCATION (% OF WORK)			TOTAL	LOCATED AT A IDENTIFI		
(TOTAL OFFICES)	SCOPE PHASE I	SCOPE PHASE II		PROFESSIONAL	SUPPORT	
AECOM (62%) 7595 Technology Way, Suite 200 Denver, CO 80237 (94 offices)	Prime Program Manager/ Element Mgrs.	Program Manager/Element Managers/ CM, Inspection	56,661	600	50	
Aegis Project Controls (4%) 6400 S. Fiddlers Green Cir., #250 Greenwood Village, CO 80111 (3 offices)	Scheduling	Scheduling	127	2	1	
Communication Infrastructure Group (CIG) (SBE, DBE, MWBE) (2%) 1660 Lincoln Street #1800 Denver, CO 80264 (1 office)	Public Outreach	Public Outreach	35	24	1	
Civil Technology, Inc. (DBE, SBE, MWBE) (2%) 2413 Washington Street Denver, CO 80205 (1 office)	N/A	Inspection	17	2	2	
C&S Engineers, Inc. (1%) 10000 Washington Blvd. 6th Floor, Office 06-143 Culver City, CA 90232 (20 offices)	Sustainability	Sustainability	516	1	1	
Geocal, Inc. (DBE) (6%) 7290 South Fraser Street Centennial, CO 80112 (1 office)	Materials Testing Development	Materials Testing	46	33	2	
J. A. Watts, Inc. (SBE, DBE, MWBE) (3%) 18300 East 71st Ave., Suite 140 Denver, CO 80249 (5 offices)	Stakeholder Coordination	Stakeholder Coordination	105	90	15	
Lean Technology Corporation (4%) 18850 Von Karman Avenue, Suite 200 Irvine, CA 92612 (4 offices)	Airfield Electrical/Flight Procedures	Airfield Electrical/ Flight Procedures/ Commissioning	16	11	5	
LS Gallegos & Associates, Inc. (MWBE, SBE, DBE) (4%) 116 Inverness Drive East #207 Englewood, CO 80112 (4 offices)	Project Controls/ Engineering Support	Project Controls/ Engineering Support	39	8	3	
RIB U.S. Cost (4%) 1200 Abernathy Rd. NE #650 Atlanta, GA 30328 (13 offices)	Cost Estimating	Cost Estimating	51	16	3	
Sunland Group, Inc. (MWBE, SBE, DBE) (6%) 110 16th Street, Suite 502C Denver, CO 80202 (5 offices)	Project Managers	Project Managers/ Inspection	42	5	3	
ZANN, Inc. (MWBE, ACDBE, EBE, SBE) (2%) 7752 E. 4th Avenue, Suite 1C Denver, CO 80230 (1 office)	Compliance	Compliance	4	3	1	

STAFFING BY PHASE OF WORK

As we are primarily local, PMT staff will quickly move onto and off the project, as needed to promote efficiency. We will accomplish most tasks with the key team staff and reach back to SMEs and additional support staff only as needed. At the onset of each phase, we will negotiate specific tasks to be handled by the PMT, and the time to accomplish each. Our comprehensive staffing plan will identify the needs by task and will be monitored on a weekly basis to adjust the staff involvement continually throughout the life of the program.

The entire AECOM team is committed to making this program its number one priority and completing tasks on time. Detailed resumes for key personnel and non-key personnel are provided in the resume section.

WE DELIVER
PEOPLE WHO
DELIVER PROJECTS



PROJECT AND CONSTRUCTION MANAGEMENT CONTROLS



PROJECT AND CONSTRUCTION MANAGEMENT CONTROLS

PROJECT AND CONSTRUCTION MANAGEMENT CONTROL METHODS AND PROGRESS REPORTING SYSTEMS

Program and construction management controls are the foundation upon which a capital improvement program is established and measured. This foundation supports four main tenets: 1) accountability and transparency; 2) a baseline for progress reporting; 3) identification of trends; and 4) future performance analysis for balancing scope, schedule, risk, and budget to achieve the desired outcome. Our program and construction management controls experience has shown that the key to a successful program is matching the right tools for capturing, measuring and forecasting accurate information against DEN's goals.

We are not here to sell a specific system or software, but rather to identify specific best practices to develop an effective approach for DEN. Historically, some of these tools have included critical path and near-critical path performance measures, first milestone on-time completion initiatives, earned value analysis, and resource-loaded schedule tracking. It is also important to recognize that the delivery method selected for design and construction will influence specific tools for each project.

AECOM will couple these best practices with a compilation of historical data that shows the results and outcomes of past programs that we have led. This historical data can be extrapolated and used as a predictive measuring device or baseline to help us proactively anticipate program/project performance. Our team is familiar with many different systems and methods. Specifically, we have working knowledge of how DEN uses its current systems, including Workday, Oracle Primavera P6, and Oracle Unifier.

We have found that the use of dashboards is critical to communicating program health. Dashboards provide a concise and efficient presentation of the four tenets above. The AECOM PMT will use dashboards to communicate program progress to DEN staff and a multitude of stakeholders in real time.



EXAMPLE OF PROGRAM CONTROLS DASHBOARD

PROCESS TO SELECT PROGRAM MANAGEMENT SERVICES TEAM

In selecting staff and subconsultants for our PMT, we took the following relevant factors into account:

- Technical competence in relation to the scope of services
- Diversity and inclusion
- A like-minded philosophy towards controls
- Ability to bring new ideas to the team
- Experience with new runways or large civil infrastructure at large hub airports
- Denver-based Program Controls Lead

To lead the program controls element, we selected Meegan Davis, PMP, from our local DBE partner, LS Gallegos. Her controls experience with DEN and the City and County of Denver, and her attitude made her a perfect fit to be a part of our team.

TEAM MANAGEMENT, INTEGRATION, AND CONTROLS FOR SCHEDULE ADJUSTMENT

To manage the program effectively, our PMT will be proactive in addressing all aspects of every project

and task within the program. Checks and balances will be provided through a series of approvals required throughout design, construction and closeout. This includes baseline approval, periodic discussion of Key Performance Indicators (KPIs), and active management of scope, schedule, cost, and risk. Changes or modifications will require approval by a management committee composed of DEN and PMT staff.

To facilitate and measure effective team integration, our Program Manager, Jeff Warkoski, PE, will be responsible and accountable for program performance. Complete team integration will require involvement of the FAA, Environmental Consultant, Design Consultant, contractor(s), and stakeholders. Additional methods Jeff and the key leadership team will employ include partnering, team-wide communication, and promoting a collaborative environment for the PMT. We will employ a "start-to-finish" strategy by establishing a consistent culture and mindset at the start of the program and carrying them through to program completion. This creates an all-for-one attitude and a cohesive team, irrespective of company affiliation.

Successful deployment of program controls requires a collective team effort. Program controls will be a key driver for developing KPIs, which will be instituted at the start of the program so that we can achieve buyin from the PMT, Design Consultant, Environmental Consultant, and DEN. Standard KPIs set goals for specific program attributes and measure performance against these goals. Potential KPIs include measurements related to schedule, quality, financial, DBE participation, risk, and safety goals. Achievement of KPIs will result from a total program effort, but will be driven by our PMT.

Establishing and managing the schedule is a critical component of controls. As the saying goes, time is money. We intend to use several methodologies and controls to manage and adjust the project schedule, including use of owner float within the baseline schedule. This provides DEN an alternative to monetary incentives and damages for addressing schedule issues. Holding task owners accountable for their schedule performance will be a programwide mantra. When schedule changes are requested, the controls team will evaluate the change driver to determine the cause, for accountability, and the impact, to determine the best mitigation measures. These measures might include additional task duration with additional cost, cost for schedule recovery, or

schedule logic revision to maintain overall project durations. The PMT will discuss schedule progress and analysis during regular meetings, and any changes or modifications will be presented to the management committee, comprised of both PMT and DEN management staff, for approval. We will use this same approach for scope and cost management.



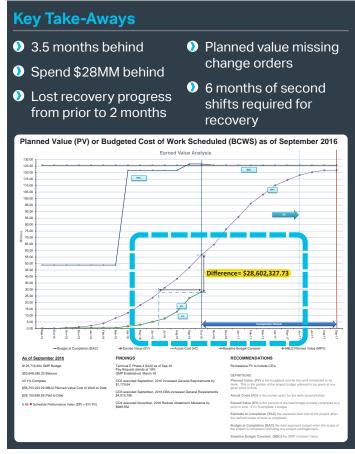
AECOM fulfilled a similar role on the O'Hare Modernization Program. This program will inform our development of best practices to create an environment for program

success at DEN. The OMP has many similarities to this program. For instance, AECOM was involved in coordinating the environmental and design teams over a long duration. Together, we persevered to create a program that now serves as a model to other airports developing new runway programs. In addition, our risk management strategies allowed the Sponsor to commission Runway 10C-28C 56 days early without a change order to the contractor.

RISK IDENTIFICATION AND MITIGATION

Risk management is a key tenet of program controls success. Risk management is an iterative process that relies on objective, unbiased logic. The AECOM team's approach to risk management includes regular risk reviews, a continuously updated risk register, and frequent communication with regard to actual and potential risks. Items on the risk register will drive the overall program scope, schedule, and budget.

There are numerous ways to minimize the impacts of risk to the program. One of the primary methods is deployment of predictive analytics. Program teams tend to use program controls as a reactive reporting process that shows what has already happened or is currently taking place on the program. Our team will develop predictive analytics that provide for more proactive risk management by allowing us to look ahead to predict the future direction of the program. One tool that we will deploy for predictive analytics is earned value analysis (EVA), an example from DFW and how EVA was deployed is detailed in the graphic on page 3, which is a dynamic tool. EVA provides an overall program health snapshot, including not only past performance but also current and predicted future performance. This analysis can also be used a basis for evaluating project impact and recovery options.



EXAMPLE OF EARNED VALUE ANALYSIS REPORT

EXPERIENCE WITH SOFTWARE/ METHODS FOR SCHEDULE AND COST CONTROL

AECOM has used DEN's current systems on numerous airport programs. The table below identifies software and methods employed for schedule and cost control on various airport programs.

QUALITY ASSURANCE MANAGEMENT SYSTEM APPROACH

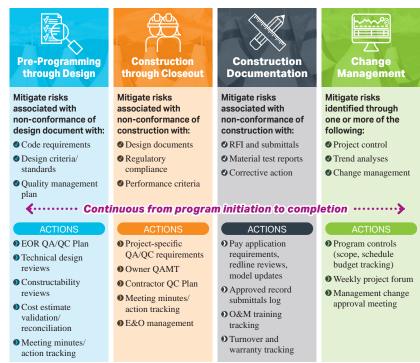
AECOM has established a proactive approach to quality assurance and quality control (QA/QC). When developed, implemented, and maintained correctly, QA/QC becomes a mindset, not a policing activity, starting on Day 1 and continuing through program completion. QA/QC is most effective when the design and construction QA/QC systems are congruent. This ensures that the meaningful elements are monitored and measured and that DEN obtains the services and products procured. In addition, QA/QC serves as an additional risk mitigation tool, looking forward to anticipate potential problems before they happen, so that appropriate solutions can be developed in advance.

We emphasize quality at all levels and strive to achieve the following:

- Project Performance Weekly project forums
- Scope Satisfy DEN's program requirements in an efficient, coordinated, and cost-effective manner
- Decision Making Comply with established DEN and program procedures
- AIP Requirements Ensure performance of construction work in accordance with defined requirements and industry standards
- Delivery Match the design scope to the construction delivery method
- Program Controls Provide metrics and measurable goals and to manage the work accordingly

AECOM	LEXPERIENCE	E WITH PROGRAM	I CONTROLS PLATFORMS

AIRPORT	WORKFLOW/ DOCUMENT SHARE	DOCUMENT CONTROL	SCHEDULING	BUDGET CONTROL & COST ENGINEERING
DEN	Workday	Oracle Unifier	Primavera P6	Oracle Unifier
FLL	Prolog	SharePoint	Primavera P6	Prolog
LAX	Prolog	SharePoint	Primavera P6	Prolog
ORD	Project Task	ProjectTask	Primavera P6	ProjectTalk
SAN	PM/Web	PM/Web	Primavera P6	In-house "E2" system, linked to PM/Web
SFO	Oracle Unifier	Oracle Unifier	Primavera P6	Oracle Unifier
PHL	e-Builder	e-Builder	Primavera P6	Excel
EWR	e-Builder	e-Builder	Primavera P6	IBM OpenPro and Excel
SEA	Oracle PeopleSoft/Unifier	SharePoint	Primavera P6	Oracle PeopleSoft/Unifier
BUR	Oracle Unifier	Oracle Unifier	Primavera P6	Oracle Unifier
SLC	Oracle Unifier	Oracle Unifier	Primavera P6	Excel
DFW	Oracle Unifier	Oracle Unifier	Primavera P6	Oracle Unifier and Excel (cost estimating done using Oasis and Success)



AECOM'S OA/OC PROGRAM THAT WILL BE APPLIED TO THIS PROGRAM

One of the biggest challenges is to coordinate early with the FAA to facilitate a smooth opening of a new runway. The FAA has set forth many requirements for opening of the new facility. Specifically, the "FAA fit-up" of their facilities will be on the critical path. This includes NAVAIDS, test flight operations, and coordination with FAA tower systems.

RELEVANT CERTIFICATIONS

AECOM and our key team members have the required relevant certifications to support this program, as summarized in the table below.

AECOM AND KEY TEAM MEMBERS	CERTIFICATIONS	FOR
AECOM	ISO 9001:2015	Quality Management System
Jeff Warkoski	Professional Engineer (PE)	Design and Reviews,
Lindsey Sousa	LEED AP, Envision Sustainability Professional, AICP	Sustainability
Angel Ramos	Professional Engineer (PE) Accredited Airport Executive (AAE)	Design and Reviews, PFC/Grants
Meegan Davis	Project Management Professional (PMP)	Project Management
Andres Garcia	Professional Engineer (PE)	Construction Engineering

APPROACH AND METHODOLOGIES FOR COMMUNICATION, COLLABORATION, AND SUCCESS

The AECOM team understands the importance of creating a positive working environment, which starts with every team member leaving their business cards at the door. Our motto will be "we are all DEN employees," regardless of affiliation. This environment affords the team a like-minded focus, with an emphasis on accountability and empowerment of employees to make meaningful contributions and within their respective levels of authority. Further, this like-minded focus builds trust within the team and promotes individual contributions to the whole through inclusivity and transparency.

Success begins with leadership through the definition of and reinforcement of the overall program goals. This will occur continually within the PMT (AECOM and subconsultants), with the Design Consultant, Environmental Consultant, Contractor, and with DEN. We will make sure that all team members understand their roles, deliverables, and responsibilities, yet they are encouraged and empowered to be a part of the decision-making process. We will also acknowledge key achievements and celebrate milestone accomplishments team-wide as we all work together to advance the program.

Expectation of communication will be discussed and encouraged. This means use of in-person discussion and phone calls over email and text messages. This will promote efficiency of the staff, clarity of the issue, and personalize the interaction. We will look to refine meetings to streamline inefficiencies. We will also utilize video conferencing to engage remote team members.

One additional way to foster collaboration and understanding is to establish a formal partnering program for all team members. This allows the entire program team to develop an environment of mutual trust, commitment to shared goals, open communication, and an overall objective of a "winwin" attitude between all parties.

COMPANY EXPERIENCE AND PAST PERFORMANCE REFERENCES



COMPANY EXPERIENCE AND PAST PERFORMANCE REFERENCES

EXPERIENCE IN PROVIDING THE SCOPE OF SERVICES

AECOM provides PMT support to major airports across the U.S. and around the world. Our portfolio includes airfields in London, Istanbul, Hong Kong, and the Americas. Through this experience, DEN will have access to the latest in innovations, best practices, and lessons learned. AECOM facilitates this communication and information sharing through regular Program Managers' Forums.

AECOM has also served DEN since the early 1990s—a partnership that continues today. Using our experience and proven tools, AECOM works with airports to craft a customized PMT approach for each assignment. We will use this same collaborative approach for the Future Runway Program. The table below shows AECOM's PMT experience relevant to DEN's scope of work.

METHODOLOGIES, CHALLENGES, AND LESSONS LEARNED

Our experience on similar programs has outfitted our aviation staff with proven program management tools, methodologies, and procedures learned over decades of addressing airport programs' challenges.

Methods: Project Management Plan

While team members, tools, and methods of implementation vary with each client, AECOM's program management methods share a common tool

- the Project Management Plan (PMP). The PMP reduces the learning curve for all team members by establishing a framework of understanding for all program participants, regardless of role or time of engagement. Typical subjects covered in the PMP include procedures for project definition, cost estimating, budget control, claims avoidance, and change management; standards and criteria for planning, design, and Envision/LEED certification; protocols for correspondence and communications, document control, agency coordination, outreach, and stakeholder involvement; and processes for procurement, design management, construction management and inspection, closeout, activation, and startup. Upon completion of project definition, the PMP will also incorporate the master program schedules and budgets and establish the baseline for managing and controlling the overall program.

Challenge: An Integrated Team to Expedite Project Delivery

One of the major drivers for our PM assignment at Los Angeles International Airport (LAX) was the early delivery of new gates, which required demolition of the west side of the existing Bradley Terminal. The first challenge was to create sufficient space for aircraft movement to the west of the existing terminal. Although AECOM was the program manager, we provided design support for rapid design, packaging, and delivery of a dual taxilane to the west of the terminal so demolition could proceed at the west end to kick-start the expansion.

AECOM RELEVANT RUNWAY PMT EXPERIENCE

		AIRPORT RUNWAY PROGRAM												
SOW ELEMENT	ATL*	*	ORD*	DFW	* UEN O	*]	* 	* M	PHL*	SAN	SFO	RSW	Υ	IAD*
Scope Development	→	→	→	→		→	→	→	→	→	→	→	→	→
Pre-Design Program Management	→	→	→	→	→	→	→	→	→	→	→	→	→	→
Design Program Management	→	→	→	→	→	→	→	→	→	→	→	→	→	→
Procurement Program Management	→	→	→	→	→	+	→	→	→	→	→	→	→	→
Construction Program Management	→	→		→	→	+	→	→	→	→	→	→	→	→
Runway Commissioning & Closeout	→	→	→	→	→	→	→	→	→	→	→	→	→	→

^{*} denotes new runway

Solutions implemented included:

- Rapid mobilization and startup of consulting team
- Effective integration of client and consultant staff
- Parallel team structure and interface management
- Fast-track construction and alternative delivery

Challenge: Reconstructing DFW's Busiest Runway

Runway 17C, DFW's primary arrivals runway, needed major reconstruction. Knowing that it would require this type of repair and reconstruction in the future, our team developed alternatives to address current and future needs. Working with the FAA, DFW, and airline stakeholders, we determined that the most beneficial strategy was to take a different approach that would minimize future shutdowns for simple repairs by using an asphalt topping course on a Portland cement concrete base. The evaluation of long-term construction/maintenance costs and operational impacts determined that this was the right solution.



THE DFW RUNWAY 17C RECONSTRUCTION TEAM UNITES TO CREATE THE RUNWAY MARKING

Challenge: Evaluating Alternative Delivery Methods

SAN was faced with selecting the appropriate project packaging strategy and delivery methods for a variety of projects. The number and type of capital projects presented a need to consider the packaging strategy and delivery method used for each carefully, taking into account scope, schedule, cost, and risk. AECOM applied a broad range of expertise to develop the best approach for each project. AECOM is currently working with the Authority to define the packaging

strategy and delivery methods for the multiple terminal, airside, landside and related works projects in the Terminal 1 Replacement Program (T1RP). SAN also needed to update its program controls systems, processes, and procedures for the new T1RP. The Authority reorganized its project delivery arm in 2018 by merging two groups that used different delivery methods—predominantly design-bid-build in one and alternative delivery in the other. The merger required an update of the program controls function to accommodate the range of delivery methods, improve and streamline processes and procedures, and improve information integration with the Authority's financial systems. AECOM and our partners have worked closely with management, staff, and other departments to update the system, processes, and procedures.

Challenge: A Transverse Sanitary Sewer within the Airport Expansion Area

The sanitary sewer serving the Jorge Chavez Lima International Airport (LIM) also served a significant portion of the adjacent municipality. Relocating it would have severely impacted the airport expansion project schedule due to administrative requirements, in addition to the need to construct a new system. The AECOM team adjusted the vertical profile of the taxiways and island grading, and designed a structural "saddle" that allowed the existing sanitary sewer to remain without delaying the project.



"AECOM has been a true and trusted partner to LAP in the development of this project. AECOM has partnered with LAP by bringing solutions and an unwavering commitment and determination for resolution. AECOM's breadth of subject matter experts, professionals and project leadership has proven value added time and time again."

Anton Aramayo, Project Manager Lima Airport Partners

Challenge: A 5-Hour Overnight Paving Window

SAN is the nation's busiest single-runway airport. The \$26 million project to rehabilitate the runway required careful coordination of airfield operations, airline communication, design consultants, and contractors to do a 3-inch mill and replacement during only overnight hours. AECOM managed every aspect of shutting down just before midnight and reopening the airport at 5:30 am each day, coordinating issues such as lighting, operations, taxiway tie-ins, and reestablishing pavement markings nightly. The work was planned for 120 days—the team delivered it in 88 days.

Lessons Learned: Flexible Contracting Strategy

During the course of the design at LIM, the construction execution changed multiple times from Engineering, Procurement and Construction (EPC) delivery to ultimately splitting the project into two distinct delivery methods—a traditional design-bid-build for the airside component and an EPC for the landside component. AECOM established the work breakdown structure and design document compilation definition early in the project, which

allowed the owner to remain flexible as various scope items were transferred between delivery methods. Most importantly, this allowed the owner to initiate meaningful to early work to advance the project.

RELEVANT PROJECTS COMPLETED IN THE PAST 10 YEARS

AECOM has selected three projects to feature as examples of past work with a similar scope for comparable runway programs in the last 10 years:

- Chicago O'Hare International Airport's O'Hare Modernization Program (OMP)
- Hollywood/Ft. Lauderdale International Airport's New South Runway Expansion
- San Francisco International Airport's Runway Safety Area Improvements

Methods, challenges, lessons learned, and client interfaces are included for each project.

Awards received prior to 2018 are still valid because the same staff are working on the same contract.



ORD

O'Hare Modernization Program (OMP)



Client

City of Chicago, Department of Aviation (CDA)

Contract Number

Contract (PO) Number: 5432 Specification Number: 4023

Contract Title

Program Management Services for the OMP, Chicago O'Hare International Airport

Contract Type

Program Management

Total Contract Value

\$129.8 million

Period of Performance

2006–2023 (estimated)

Client Contract Reference

Robert L. Hoxie • 773.686.5130 robert.hoxie@cityofchicago.org

Methods, Challenges, and/or Lessons Learned

Methods: AECOM and the City of Chicago have honed comprehensive methods, tools, and procedures to successfully transform ORD's airfield to a modern, six parallel runway configuration—a \$9B program completed with the approval of the airport's major airlines on or ahead of schedule and within budget.

• Challenges: The program had to execute complex enabling projects, including relocating major stormwater collection ponds, a portion of a Union Pacific Railroad line, and a historic cemetery on the west side of the airport, in addition to helping the CDA get airline buy-in for multiple stages of the program.

Another challenge was creating a sustainable civil program. To support the mayor's commitment to be a good environmental steward, AECOM worked with the DOA to help develop the first civil sustainability guidelines in the country—the Green Civil Construction book. Guidelines included low-sulfur diesel for construction vehicles, reuse of excavated soils from stormwater retention ponds for runway works, a "green roof" on the new FedEx Cargo building, recycled concrete for new runway sub-base, and other environmentally friendly measures.

● Lessons Learned: A program should be established so that design and construction can progress without restraint. This is achievable through focused and continuous risk management, implementation of mitigation plans, and—most

importantly—having an alternate plan ready for execution when obstacles arise. One such plan implemented at ORD was the construction of a temporary parking lot for FedEx Express so that deep truck sewer installation could occur without delay. Another lesson is that the program master schedule must have thoughtful interface between projects, to include float, and provide an alternative scheduling solution in lieu of funds.

Level of Client Assistance

AECOM proactively forecasts trends so the DOA is aware of potential cost or schedule developments. This is communicated through a dashboard so all participants have access to real-time information. When a decision is needed from the DOA, AECOM provides context, an appropriate level of detail, and a recommended option for DOA concurrence.

Awards/Commendations

- 2019 FAA Civil Rights Advocate and Partner Award for DBE/ACDBE Programs
- 2017 CMAA Chicago Chapter Project Achievement Award for Runway 10L-28R renovation project
- 2016 Hispanic American Construction Industry Association Project of the Year award for Runway 10R-28L
- 2016 CMAA National Project of the Year Award and Project Achievement Award for Runway 10R-28L





Client

Broward County Aviation Department (BCAD)

Contract Number

RLI #20080317--0AV-1, CIP #1166

Contract Title

Program/Construction
Management Services for the
Capital Improvements Program

Contract Type

Program/Construction Management

Total Contract Value

\$65.2 million

Period of Performance

2008–2021 (estimated)

Client Contract Reference

Trevor Fisher • 954.357.8406 TMAFisher@broward.org

Methods, Challenges, and/or Lessons Learned

- Methods: AECOM and the BCAD have developed a high-performing PM/CM team through collocation, partnering, continuous improvement, shared best practices, and knowledge transfer.
- **Ochallenges:** Getting appropriate level of detail and standard language into front-end documents; a lengthy County procurement process; and meeting minimum requirements (from FDOT, USDOT, and Florida Transportation Commission railways) for the runway being built over the US 1 interchange and a rail line.
- Lessons Learned: Prior to hiring AECOM, BCAD prepared its own set of front-end documents. A non-standard sentence in these documents tripped them up by allowing a Contractor's change order to include the cost for time extension, which was not allowed by another County regulation. When the airport first decided to use design-build for a baggage handling system (BHS) improvement, AECOM recommended that they adopt standard language from the Design-Build Institute of America (DBIA). BCAD recognized that by using this standard language, the risk allowance in Contractor bids went down and the designer and contractor had a common understanding of the contract language. The program was completed on time and with budget.

Because FLL is owned and operated by a Broward County department, the procurement process is lengthy, taking at least nine months for consultant

selection and another nine sequential months to select a contractor. Recognizing this, AECOM helped BCAD shift to a tenant-led procurement process that has saved considerable time in bidding recent gate expansion projects.

The most important lesson learned when building a runway bridge over a roadway and rail line was that early stakeholder involvement was crucial to defining project requirements. The FDOT, USDOT, and rail stakeholders all had minimum requirements and limitations. By understanding these requirements early, and delivering slightly above each minimum requirement, the runway extension was a success in the eyes of all parties.

Level of Client Assistance

AECOM and BCAD are co-located at FLL. When a decision is needed from the BCAD, the two organizations meet as quickly as possible to keep the projects on track. AECOM provides an assessment of possible solutions and a recommended option for BCAD concurrence.

Awards/Commendations

2016 Dispute Resolution Board Foundation (DBRF)
"Excellence in Dispute Resolution Avoidance
and Resolution" award for the Runway 9R-27L
Expansion Project at Fort Lauderdale/Hollywood
International Airport



Runway Safety Area Improvements



Client

City and County of San Francisco

Contract Number

8792C

Contract Title

Program/Construction Management Services for Runway Safety Area Improvements

Contract Type

Program/Construction Management

Total Contract Value

\$23 million

Period of Performance

2011–2016

Client Contract Reference

Jim Chiu • 650.821.7741 Jim.Chiu@flysfo.com

Methods, Challenges, and/or Lessons Learned

- Methods: To complete this project by the 2015 deadline, AECOM and SFO staff partnered to develop tools, methods, systems, and procedures to accelerate delivery. Among these methods was establishing Fast Action Strategic Teams, which accelerated civil, electrical, safety/security, and quality assurance.
- Challenges: The project demanded rapid resolution of field issues to stay on schedule. The work had to be accomplished on an active airfield with trucks and equipment crossing active taxiways. The planning included traffic management to get more than 4,000 trucks on and off the site. Work progressed around the clock for 12 days, which necessitated a constant review of resources for inspection, testing, and airfield safety officer escorts. AECOM provided construction management, inspection and testing for the project. The construction manager had to orchestrate events precisely to reopen the runway as quickly as possible.
- **Description** Lessons Learned: To manage this fast-paced project, AECOM took the following actions:
- Defined decision-making protocols in the CM plan, with decision making assigned to key field staff.
 Rapid response teams were set up to secure a final decision response time of less than 12 hours.
- Set up Fast Action Strategic Teams to resolve potential issues that could arise, such as excavation of unsuitable materials, subgrade issues, compaction, quality control testing, and traffic.

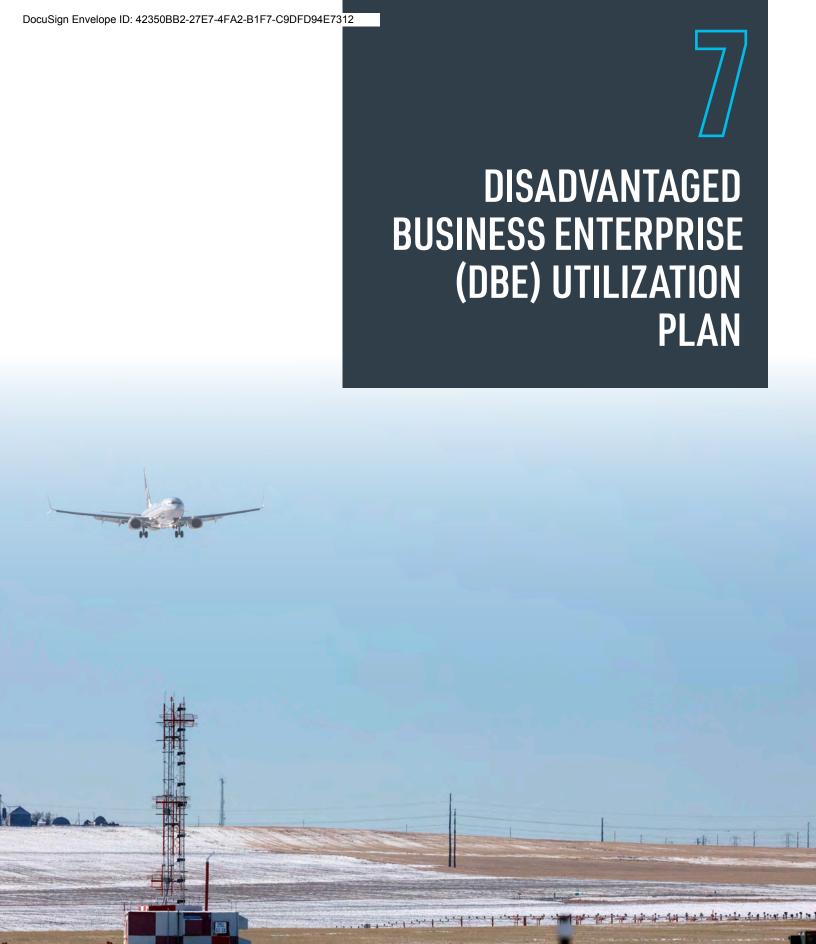
- Conducted an Inspector Workshop, which provided each inspector with a workbook describing the project, key work elements, inspection guidelines, and training on the cloud-based progress and quantity tracking system. Provided each inspector with tablet with a complete bill of materials (BOM) broken out by sheet. Inspectors used the tablets to track progress, record quantities in the BOM, and upload this data to the cloud.
- Used a detailed phasing plan with an hour-by-hour work schedule, where progress was tracked in real time. It was resource-loaded to determine inspector staffing, testing and airfield safety officers' demands.
- Used a mobile test lab on site to achieve quick response times on testing.

Level of Client Assistance

AECOM and SFO staff were in constant communication to make sure that no potential issue ever slowed the progress of the time-sensitive program.

Awards/Commendations

- 2015 ENR California Best Projects Award for Airport/Transit
- 2015 California ACEC Engineering Excellence Awards, Honor Award
- 2015 National ACEC Engineering Excellence Awards, National Recognition Award



DOTABLE (DBE) UTILIZATION PLAN

AECOM's plan leverages best practices and innovations from our vast experience in the aviation industry and our experience in the Denver market since 1992, building relationships and delivering work with the local community of firms. Our approach is not just about utilization of DBE firms to meet the contract requirements—we also strive to create new, linked opportunities for CCD-certified MWBE/SBE firms. We also understand that our role as the PMT goes beyond just managing our own contract



Suzanne Arkle, ZANN & Associates, Inc.

To demonstrate our commitment to diversity and inclusion, we have elevated the position of Compliance Officer, and I will lead this role. My current work, and 20 years of experience working with the DSBO and DEN on the Great Hall Program, will help facilitate, align, and drive program success.

compliance, but also supports programmatic implementation, oversight, and reporting for the entire program including the environmental, design, and future construction phases.

KEY PERSONNEL DUTIES FOR EXECUTION OF THE UTILIZATION PLAN

The following staff will be responsible for duties related to DBE/MWBE/SBE performance:

NAME	TITLE	EMAIL ADDRESS	PHONE	DUTIES
	Program Controls Manager	mdavis@lsgallegos.com	720.219.5225	B2GNow user, Controller
Jeff Warkoski	Program Manager	jeffrey.warkoski@aecom.com	303.898.3093	Project managers
Suzanne Arkle	Compliance Officer	suzanne@zanninc.com		Program alignment of communication, utilization, capacity building, and reporting

CREATIVE STRATEGIES TO INCORPORATE NEW PARTNERS

We understand the importance of creating an inclusive and small business-friendly process to incorporate new partners. Our pro-active approach will include several creative strategies, including:

Strategic Outreach and Communications

- Create a coordinated outreach strategy to ensure continuous engagement between the PMT, Design and Environmental Consultants, and future Phase II construction.
- **Conduct office hours** for one-on-one sessions with team members and prospective partners.
- Conduct industry forums and virtual outreach events to inform interested parties of opportunities with the program. (example provided on page 2)
- Track and maintain a database of firms qualified and contacted for each opportunity.

Collaborate with the American Council of Engineering Companies: Suzanne Arkle has been instrumental in boosting ZANN's DSBO-focused "Building Relationships with Prime Consultants" partnership/communication channel with ACEC.

Utilization Planning

- Develop opportunity within scopes of work and providing insight about options for breaking down scopes to align with the capabilities and availability of small businesses.
- Incorporate flow-down contractual requirements as the PMT, to incorporate new firms into lower tiers for the design, environmental, and future Phase II construction teams.
- Incorporate DBE outreach and engagement during procurement to ensure that firms don't get lost in the solicitation process.

One example of our creative and strategic outreach is the week-long outreach event using a virtual room, with online chat functionality. This tool, as shown below, allows us to network, learn about and inventory small business firm capabilities that we will draw from as an ongoing activity in the program.

AECOM'S VIRTUAL OPEN HOUSE









Over the course of a week-long virtual open house in February 2021, we conducted 50 live chats with interested DBE/MWBE/SBE firms. As a direct result of using this innovative tool, we added DBE firms to our team including Civil Tech and J.A. Watts. We have also compiled an ongoing list of capability statements that may align with future opportunities. We received very positive testimonials from the firms that used this system, and will continue to use this creative strategy over the life of the program.

SMALL BUSINESS INITIATIVES, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

We propose to use the following specific initiatives:

Mentor-Protégé Partnerships

- AECOM is committed to our local partners and will implement a Runway Program Mentoring Initiative to be incorporated in concert with the design, environmental, and Phase II construction teams. While DEN does not have an established mentor-protégé program to date, we will design a program using DSBO's mentor-protégé program as a foundation. This will allow us to:
 - Use lessons learned from the DSBO mentorprotégé program to create clear and concise

- objectives for both mentors and protégés to achieve success.
- Incorporate a comprehensive monitoring and reporting process to track efforts to ensure that expected results will be achieved.

CapBuild™: Building Financial Capacity

We propose to use CapBuildTM as an in-depth direct lending and bonding program with a unique step-by-step process designed to educate, inform and prepare firms to build financial pathways for success. Firm participants attend a two-hour workshop and receive a confidential one-on-one capacity assessment to determine their level of financing and bonding need. Additional supportive services are incorporated, such as credit repair, to mitigate obstacles to financing/bonding.

■ To date, CapBuild™ has made \$7.5 million in loans and facilitated \$20 million in new and expanded bonding. The program is currently being used for the Chicago Transit Authority and Washington State Department of Transportation, and was used locally for RTD's Eagle P3 Project.

DBE SOLICITATION, SUBCONTRACTING, DOCUMENTATION, AND REPORTING

Solicitation Process

Our goal is to help DEN reach a high level of engagement with DBE/MWBE/SBE firms. We propose the following:

- Align and coordinate all our activities with DEN Procurement and DSBO, and comply with 49 CFR Part 26.
- Use the latest database of certified firms to alert them of opportunities, and to invite them to outreach events, as detailed within this plan.
- Alert local organizations to inform their members of upcoming opportunities.
- Create and promote workshops and seminars to raise awareness of upcoming projects.
- Arrange for space where interested firms can review plans and specifications associated with future Phase II construction projects.



Lindsey Sousa participated in the Denver DSBO presentation in late January 2021, in partnership with ACEC Colorado. We will continue to seek out and participate in similar workshops and presentations as this contract progresses.

Subcontracting Process within the PMT Contract

AECOM will use our established, formal subcontracting process for the PMT contract. The key steps in this process are as follows:

- Create an invitation to bid, including the appropriate subcontract agreement. Maintain the request in a database and assign a procurement lead.
- Upon award, initiate a purchase order in the procurement database system.
- Following approval by the program manager, send the contract documents to the subcontractor/vendor for review and signature.

Upon receipt of the signed subcontract agreement, countersign and email the fully executed agreement to the subcontractor/vendor and program manager.



AECOM'S PROVEN PROCESS TRACKS SUBCONTRACTS FROM RECRUITMENT TO DOCUMENT RETENTION

Documentation and Reporting Oversight for Design, Environmental, and Future Phase II Construction

Suzanne Arkle, as Compliance Officer, will organize, monitor, and support reporting for compliance with 49 CFR Part 26, and the requirements that are fundamental to the expectations of the CCD, DEN, and DSBO with regard to DBE compliance. This includes:

- Implement monitoring, tracking and reporting template to provide "real-time program status".
- Ensure that B2G reporting is up to date and correctly reflects payments on all tiers.
- Provide support to help prevent and/or mitigate issue escalation.
- Serve as the point of contact with DEN Procurement and DSBO for monthly reporting.
- Maintain documentation and records of the process.

Debriefing Process for Unsuccessful Bidders

AECOM will notify unsuccessful bidders by email and/or by phone, and will also distribute a formal written letter of notification if required. We have always made it a priority to provide prompt and thorough communication, and to provide transparent and clear feedback about why selections were made, how unsuccessful bidders could improve, and other opportunities that could align with their qualifications.

AECOM uses a proprietary, web-based system called SUBPORT that supports documentation of the debriefing process and tracks subcontractor performance. Upon request, AECOM can offer a debriefing report to DEN for firms used on the contract.

Communication Process and Involvement Efforts of DBD Subcontractors to Ensure Alignment of Scheduling, Safety, Owner Direction, and Performance Expectations

Our process starts with a Project Management Plan (PMP) that clearly outlines the expectations and requirements of all team members. Suppliers are then required to input the appropriate insurance certificates, quality plans, and health and safety plans directly AECOM's SUBPORT system. This combination of process and systems streamlines the procurement process and allows us to add suppliers to a contract quickly as needed, and to communicate performance expectations. We will also utilize and sync our records to the B2GNow information for the contract to maintain transparency and consistency of information.

Where disputes arise over performance issues or prompt payments, AECOM will first seek to resolve

the matter by involving Suzanne Arkle as the Compliance Officer to resolve the issue quickly. If escalation is necessary, we will follow 49 CFR Part 26, and the spirit of Chapter 28 of the Denver Municipal Code. We will develop a clear and consistent escalation protocol as part of the PMP. We have also had success in convening a small but comprehensive



AECOM WON THE DISPUTE
RESOLUTION BOARD
FOUNDATION'S 2016
EXCELLENCE IN DISPUTE
AVOIDANCE AND RESOLUTION
AWARD FOR OUR WORK AT
HOLLYWOOD/FT. LAUDERDALE
INTERNATIONAL AIRPORT

conflict resolution committee on past projects. This approach has proven to be a successful mediation to resolve almost any dispute.

Example Projects where AECOM has been Successful in Promoting the Participation of Disadvantaged Businesses

The following summarizes AECOM's proven track record of meeting or exceeding DBE/MWBE/SBE goals:

AIRPORT	GOAL	ACTUAL	FIRMS	SPECIAL SUPPORT
LAX	20%		AB Associates*; Vanir Construction*; Allied Protection Services, Inc.; Christine Harris; D'Leon Consulting Engineers Corp; Fortem Group; Integrated Engineering MGT; Jesus Noel Baclit; KKCS, Inc.; PSM Squared, Inc.; SG Engineering Solutions, Inc.; Ted Tanaka Architects; and The Kennard Development Group	JV equity participation, online and in-person subcontracting forums, mentor-protégé programs, registration assistance
DEN	30%	48%	•	Registration assistance, staff recruiting, subcontractor job fairs
ATL	37%		Thacker Operating Companies*; Luster CM*; CCSG, LLC*; MHR International; D. Clark Harris; MCO Construction; Perez & Perez; and Comprehensive Aviation Management	JV equity participation, subcontractor job fairs, mentor-protégé programs
ORD	30%	51%	SynchSolutions	Mentor-protégé program, online and in-person subcontractor job fairs, registration assistance
DFW	40%	42%	•	Mentor-protégé programs, registration assistance

^{*} Denotes Member of the Management Joint Venture

AECOM is proud to have been designated as a Best Place to Work for LGBTQ Equality in the U.S. for the fourth consecutive year by the Human Rights Campaign Foundation. "We're honored that the HRC Foundation has recognized our ongoing commitment to fostering an equitable, diverse and inclusive culture where every voice is heard and respected," said Troy Rudd, AECOM chief executive officer. "I strongly believe that it is all of our employees' differences that make AECOM better and more innovative, which creates a stronger culture and improved outcomes for our clients."

RESUMES



KEY PERSONNEL





FIRM AECOM

EDUCATION

BS, Civil Engineering

YEARS EXPERIENCE

With AECOM: 7 With Others: 26

REGISTRATIONS/ CERTIFICATIONS

PE: CO

JEFF WARKOSKI, PE C

PROGRAM MANAGER

As a Denver-area resident for nearly two decades I consider DEN my hometown airport and I'm excited to lead a team that will help to deliver the next runway or runways at DEN. In my years of runway work, I have seen first-hand how new runways improve airside operations, advance airfield safety, and reduce delays. My experience spans environmental permitting management, design, and program management for new runways, and I think this combination will enable me to accelerate delivery, meet budget objectives (including FAA reimbursements), and achieve quality construction for DEN.

VALUE TO DEN Jeff is committed to be fully available for the entire duration of the program. He has firsthand knowledge of DEN and experience with environmental (DTW, PDX), design (DEN, DTW, LAX, LIM), and program management (PHL, MIA). Jeff is highly organized, communicates clearly, and is a hands-on manager/leader. He acts decisively yet recognizes the importance of following established processes. Jeff

stays active in the aviation industry, through ACI and ACC (including past chair of the Engineering Committee).

PROJECT EXPERIENCE

Jorge Chavez International Airport, New Runway and Airfield, Lima, Peru. Airside Design Manager and Fuel System Coordinator for the new runway, parallel and crossfield taxiways, rescue fire fighting station (RFFS), and air traffic control tower.

Los Angeles International Airport, Runway 25R Reconstruction, Los Angeles, CA. Project Manager for 5,000 feet of PCC keel runway reconstruction. This project also included construction of the new Taxiway B-17 construction and reconstruction of the Sepulveda Bridge Tunnel.

Detroit Metropolitan Airport, Runway 4L-22R Reconstruction, Detroit, MI. Project Manager for complete runway reconstruction, parallel taxiway, four high-speed exit taxiways, and end-around taxiway. This program included an Environmental Assessment (EA) and 4-mile temporary fence and earned Envision Silver.

Denver International Airport, Runway 17R-35L Rehabilitation, Denver, CO. Project Manager for runway rehabilitation, parallel taxiways, taxiway M2, safety area grading and glycol diversion structure.

Portland International Airport, Environmental Assessment for Runway Extension and Reconstruction, Portland, OR. Project Engineer for engineering analysis of the south runway reconstruction and north runway extension and reconstruction/strengthening.

Philadelphia International Airport, New Runway 8-26, Philadelphia, PA. Project Engineer on the Program Management Team. Assisted the team on Part 77 Airspace requirements, associated aircraft hardstand layout, and various related technical support.

Miami International Airport, New Northside Runway (8-26), Miami, FL. Project Manager for construction inspection staffing for a new 8,600-foot by 150-foot runway construction project.

Miami International Airport, North Terminal Development, Miami, FL. Airside Program Manager for airside development as part of a \$2.6 billion construction program, including new terminal apron and taxiways.

Hollywood-Burbank Airport, Ramps A and B Rehabilitation, Burbank, CA. Project Manager for the rehabilitation of the commercial service apron, including extensive phasing and airline coordination. Jeff served as the Ombudsman for this project.

RUNWAYS WORKED ON

PROGRAM MANAGEMENT SERVICES

KEY PERSONNEL



FIRM
AECOM

EDUCATION
BS, Civil Engineering

YEARS EXPERIENCE
With AECOM: 9
With Others: 13

NATE SMITH

STRATEGY AND QUALITY

As someone who understands the business needs of airports and airlines, I feel that I can help Jeff and team coordinate effectively with the folks who use and maintain the airfield. I have also worked extensively with alternative delivery methods, including managing the design and construction of Runway 4R at Chicago's O'Hare International Airport via Construction Management at Risk (CMAR).

VALUE TO DEN Nate brings experience in a diverse array of aviation planning, design engineering, construction, and management disciplines. He has been employed by airlines, airports, and consultants, which gives him a unique perspective on the interests of multiple airport stakeholders and the ability to communicate with all parties. From

Program Controls to Project Delivery, he will provide high-level program strategy assistance to Jeff and the team. He will be able to utilize his background of being an airline representative and owner as well as a Program Manager to add value to the DEN Future Runway Program as there isn't an element of an airport that he hasn't been a part of. Nate will also act as the Quality Manager, monitoring the actions of our quality team towards excellence.

PROJECT EXPERIENCE

Chicago O'Hare International Airport, Construction Manager-at-Risk (CMAR) Chicago, IL. Project lead for the joint venture comprised of AECOM Hunt, Clayco Construction and Bowa Construction performing construction manager-at-risk services for the Chicago Department of Aviation. The JV is currently engaged in four projects as part of the Terminal Area Program (TAP/ORD21): Runway 4R-22L Rehabilitation, Elevated Parking Structure Repair, Terminal Area Fire Main and Lower Level Utility/Pavement Replacement, and Terminal 5 Landside & Parking Improvements.

Jorge Chavez International Airport, New Terminal and Airfield, Lima, Peru. Project Director responsible for the overall management of a multi-disciplinary design team for the \$1.5 billion new greenfield terminal and new runway and associated taxiways. Working for the concessionaire, AECOM is the lead design firm for the new midfield terminal, new runway, new ATCT and associated works at Lima Airport. Services include full planning and design of the greenfield terminal including a Simmod Simulation to provide a real-time visualization of aircraft movements from on/off airfield to arrival/departure on stand as well as an illustrating the possible constraints or delays on each element of airfield at different times of day.

Dallas Ft. Worth International Airport, Vice President, Design, Code, and Construction Department, Dallas, TX. Design, Code and Construction Department – Responsible for the delivery of all Airport construction projects of approximately \$140 million in capital funds and \$20 million in operating expenses annually. Further responsible for the delivery of the \$2.7 billion TRIP capital improvement program and the rehabilitation of Runway 17C-35C.

Chicago O'Hare International Airport, Chicago, IL. Program Management Officer responsible for the program/project management and implementation of the O'Hare Modernization Program (OMP) and Intermodal Facility. Complete accountability for ensuring specific program/project goals are achieved with respect to scope, sustainable initiatives, budget, schedule, project phasing and project delivery. Responsible for the oversight of all project management staff, Master Civil Engineers, Construction Manager and design consultants. Developed the master schedule logic and sequencing to define the scope of the construction packages for delivery of the major program components to include Runway 9L-27R, Runway 10L Extension and Runway 10C-28C.

KEY PERSONNEL



FIRM AECOM

EDUCATION

MS, Urban Planning BA, Environmental Studies

YEARS EXPERIENCE

With AECOM: 5 With Others: 13

REGISTRATIONS/ CERTIFICATIONS

AICP, Colorado, #021056 LEED Accredited Professional Envision Certified Professional

LINDSEY SOUSA, AICP, LEED AP, ENV SP C

LANDSIDE

The Front Range area and the City of Denver have some unique regulatory environmental permitting and agency coordination challenges. As somebody who has worked extensively with CDOT, transit agencies, the local EPA, and the local Corps of Engineers, I can help DEN and our PMT to clear landside, airside, and other environmental challenges through the partnerships I've developed with these key stakeholders.

VALUE TO DEN Lindsey will bring her extensive experience in transportation planning, landside aviation planning, NEPA analysis, public outreach, land use planning and policy, and transit-oriented development (TOD) to DEN to oversee landside activities that may occur with the development of the Future Runway Program. She will leverage the strong relationships that she has built in the Denver transportation industry, including those with CDOT, RTD, DRCOG, and City staff, as needed to support the success of this program.

PROJECT EXPERIENCE

Dallas-Ft. Worth Airport Program Management, Landside Visioning, Dallas TX. Led a Landside Infrastructure Master Plan to identify and prioritize long-term

infrastructure needs under a five-year Program Management/Construction Management Services contract with DFW International Airport. This landside infrastructure visioning effort included in-depth interviews with a cross-section of DFW staff, an analysis of existing conditions and scenario planning to determine an optimal configuration for roadways, transit, utilities, parking and associated infrastructure. A key goal of this effort was to determine how best to rebuild aging infrastructure in a cost-effective way while also bringing in the latest best practices in innovation and technology, including the coming of connected and automated vehicles. Also serving as program manager for the design of four new terminal entry ramps off of International Parkway, the primary spine of the airport. The proposed design involves demolishing the existing left-hand flyover ramps and replacing them with right-hand exits, which are more intuitive for the driver and would result in fewer construction-related delays and closures.

Denver International Airport, Industry Analysis Study, Denver, CO. Worked with a team of AECOM economists to evaluate future land use and market potential on DEN-owned land, with an emphasis on the growing agriculture-technology (ag-tech) industry. The study evaluated the market potential for agribusiness and related industries.

City of Longmont, Main Street Corridor Plan, Longmont, CO. Led a transportation and land use corridor plan for a 5-mile stretch of downtown Longmont. The process included extensive public outreach efforts, a market analysis, detailed transportation analysis, and a study of land use/zoning to determine future catalyst growth areas along the corridor.

City of Wheat Ridge, Investing 4 the Future Program, Wheat Ridge, CO. Leading a transportation and market analysis for the Ward Road transit station area as the area evolves due to the opening of the RTD G Line. The process includes plans for complete streets and catalyst development sites within the station area.

KEY PERSONNEL





FRM AECOM

EDUCATION

MS, Civil Engineering BS, Civil Engineering

YEARS EXPERIENCE

With AECOM: <1 With Others: 21

REGISTRATIONS/ CERTIFICATIONS

PE: FL, MO Accredited Airport Executive, American Association of Airport Executives (AAAE)

ANGEL RAMOS, PE, AAE

AIRSIDE

I've worked as a consultant and an airport owner, so I appreciate the relationship that must be forged between these two partners to achieve project success. My background includes multiple runway and airfield improvement programs. In addition to civil engineering design and construction expertise, I bring our PMT the perspective of the Owner and tenant users to achieve optimal collaboration.

VALUE TO DEN Angel brings extensive experience in planning, design, and construction at U.S. Airports. He has worked for two commercial service airports and aviation consulting firms. Angel is a team leader in overseeing design and construction programs for airfield and airport facility projects. Most recently, he directed all aspects of the Airport Capital Improvement Program (AIP, PFC, state and local grants) from concept, consultant selection, and bidding to construction, and project closeout. He also acted as a liaison with government agencies, outside entities, airport staff, and tenants. His experience in managing large capital projects and coordinating with airport stakeholders will provide DEN with continual added value throughout this program.

PROJECT EXPERIENCE

St. Louis Lambert International Airport, Reconstruct Taxiway Kilo from Runway 12L-30R to St. Louis Air Cargo Ramp, St. Louis, MO. Program Manager for pavement reconstruction of single-entry taxiway to cargo ramp. Responsibilities included alternative evaluation, complex phasing analysis, technical design oversight, and construction management supervision. Served as a liaison with government agencies, outside entities, airport staff, and tenants.

St. Louis Lambert International Airport, Reconstruct Taxiway Echo from Taxiway Juliet to 30R, St. Louis, MO. As Program Manager, provided technical oversight and construction management supervision. Served as a liaison with government agencies, outside entities, airport staff, and tenants.

St. Louis Lambert International Airport, Reconstruct Taxiway Delta from Taxiway Charlie to Runway 6-24, St. Louis, MO. As Program Manager, provided safety area analysis, technical oversight, and liaison with government agencies, outside entities, airport staff, and tenants.

St. Louis Lambert International Airport, Reconstruct Runway 12R-30L, St. Louis, MO. As Program Manager, led and provided technical oversight for a project to reduce runway width from 200 feet to 150 feet and reconstruct electrical and military arresting systems. Served as a liaison with government agencies, outside entities, airport staff, and tenants.

St. Louis Lambert International Airport, Building Demolition and Construction of New Surface Parking Lot, St. Louis, MO. Program Manager for 300-space surface parking lot adjacent to Terminal 2.

St. Louis Lambert International Airport, Roadway Improvements and Bridge Replacement on Lambert International Blvd., St. Louis. MO. Program Manager for replacement of a 1965 bridge over the main entrance roadway to Terminal 1 under live traffic. Served as government agency coordinator and public relations liaison.

Miami International Airport, New Northside Runway (8-26), Miami FL. Airside inspector all civil work, paving, and electrical for new 8,600-foot by 150-foot runway.

KEY PERSONNEL



FIRM LSG

EDUCATION

MA, Architecture BS, Environmental Design

YEARS EXPERIENCE

With LSG: 8 With Others: 9

REGISTRATIONS/ CERTIFICATIONS

Oracle/Primavera P6 Certified PMP Certification from the Project Management Institute (PMI)

MEEGAN DAVIS, PMP C

PROGRAM CONTROLS

I've always enjoyed organizing and interpreting large volumes of data and producing forward-looking reporting that helps my clients make good decisions. For a program like the Future Runway at DEN, it will be important that our PMT stays on top of cost and schedule trends, along with quality, safety, and document controls, so that we can keep the airport informed, the airlines and tenants aware, and secure the confidence of the public.

VALUE TO DEN Meegan is a highly accomplished project controls professional with progressive project management, scheduling, cost control, and document control experience. She is knowledgeable about facilities design and construction means and methods. Meegan has wide-ranging experience of project controls and project administration and will interface well with DEN's project control needs. She will oversee schedule development, project status reports, project management plans, cost development and analysis. Meegan is highly organized and technical, and she is highly focused on project delivery, schedule, and cost for the DEN Future Runway Program.

PROJECT EXPERIENCE

City and County of Denver, City Park Golf Course Redesign and 39th Ave. Greenway, Denver, CO. Oversight and Document Control Manager for two design-build projects for the Denver Platte to Park Hill Stormwater Systems Program—the City Park Golf Course redesign (\$46.3 million) and 39th Avenue Greenway/Park Hill Detention project (\$90.8 million). Responsibilities include designing SharePoint document management systems for both projects that allowed client access during the project and served as client documentation upon project closeout.

SMART Columbus Vulcan Project, Columbus, OH. Oversight Consultant Services. Prepares monthly progress reports and program management plans in the deployment of Smart City technologies.

CDOT Project Management Advancement Program (PMAP), Denver, CO. Developed schedules for training course design and implementation for CDOT's long-term PMAP. LS Gallegos was responsible for program design and implementation, developing project management training materials, and delivering online and in-person training sessions.

Federal Transit Administration (FTA). Project Management Oversight Consultant Services. Provided scheduling and document review for the following projects:

- Fourth Street/Prater Way Bus Rapid Transit Project, Reno, NV
- Flamingo Corridor, Las Vegas, NV
- SMART San Rafael to Larkspur Extension Project, Marin County, CA

KEY PERSONNEL



FIRM ZANN

EDUCATION

MBA, Finance/Accounting BA, Urban Studies and Economics

YEARS EXPERIENCE

With ZANN: 27 With Others: 0

REGISTRATIONS/ CERTIFICATIONS

American Contract Compliance Association, CCA, MCA

SUZANNE ARKLE ©

COMPLIANCE OFFICER

Successful programs are diverse and inclusive, and I will help DEN and the PMT organize a program that maximizes opportunities for local small, disadvantaged, and minority- and woman-owned businesses. As a small business owner myself, I am proud to have helped Colorado agencies and owners distribute more than \$4 billion in contracts to small and local businesses. I look forward to helping our team continue this type of success.

VALUE TO DEN Suzanne will advise DEN on small business growth programs, workforce development, and community engagement strategies for the Future Runway Program. Her successes include directing the utilization of over \$3.9 billion for small businesses on projects valued cumulatively at over \$14 billion, and serving as a strategic advisor to the CDOT Central 70 Team on DBE/ESB engagement and workforce development.

Suzanne will have an important responsibility on the PMT—helping to create a sustainable workforce platform to include all relevant stakeholders: training providers, community organizations, elected officials, academic institutions, agencies, labor unions, and foundations.

In addition to these engagement initiatives, Suzanne will monitor and report participation for the PMT workforce and the design, environmental, and construction teams.

PROJECT EXPERIENCE

Denver International Airport, Gate Expansion Program, Denver, CO. ZANN is the MWBE Program Manager to design, execute, and monitor all aspects of the MWBE Program. ZANN works closely with the Division of Small Business Opportunity, Airport Infrastructure Management Office to ensure alignment with procurement and capacity building strategies.

Denver International Airport, Great Hall Design Reallocation Project, Denver, CO. ZANN is responsible for the outreach, compliance, and monitoring all aspects of the MWBE Program. ZANN works closely with the Division of Small Business Opportunity and Airport Infrastructure Management Office to ensure compliance with the on-call task orders.

Denver International Airport, Hotel and Transit Center, Denver, CO. ZANN developed the first phase of the MWBE program, which provided execution, outreach, and capacity-building strategies.

Denver International Airport, Commerce Hub, Denver, CO. The Commerce Hub is an advocate for small businesses, championing efforts to improve policy, increase access, and position firms to bid on projects across all DEN departments. This includes providing direct assistance and training, tactical support, and mentoring for MWBE, DBE and ACDBE firms, along with prime engagement. ZANN provided strategic planning facilitation, visioning, and organizational structure guidance to ensure achievement of the Commerce Hub's objectives.

Chicago O'Hare International Airport, Terminal 5, Gilbane Construction, Chicago, IL. Developed and implemented the MWBE program and provided procurement support to the design-build teams. Provided monitoring, tracking, and contract compliance to ensure goal achievement. Served as point of contact for all stakeholders.

KEY PERSONNEL





FIRM AECOM EDUCATION

MA, Engineering Administration BS, Civil Engineering

YEARS EXPERIENCE

With AECOM: 22 With Others: 11

REGISTRATIONS/ CERTIFICATIONS

PE: CA

For the last 15 years of my career, I have managed the transformation of Chicago O'Hare's airfield, reconfiguring it into a modern layout with six parallel runways to allow for triple simultaneous take-offs and landings and improving safety and airside operations. I will bring my understanding of airfield construction, green civil building and sustainability, and contractor scheduling to help DEN optimize runway construction.

VALUE TO DEN Andres has comprehensive experience in the planning, design, and program/construction management of airport facilities. His professional career of over 30 years has focused on aviation clients, including airport operators and airport tenants such as airlines and cargo carriers. Andres has successfully managed large airfield development programs, including the Airfield Development Planning for San Francisco International Airport (SFO), the South Airfield Improvement Program at Los Angeles International Airport (LAX), and Chicago's O'Hare Modernization Program (OMP).

PROJECT EXPERIENCE

Chicago O'Hare International Airport, O'Hare Modernization Program (OMP), Chicago, IL. Part of the OMP Program Management Team (PMO) since early 2007. Prior to being named Program Manager in June 2013, served in several roles, including Senior Project Manager for the South Airfield Improvements, Senior Project Manager for the North Airfield Program Completion Phase, and Senior Project Manager in charge of the Joint Use Consolidated Rental Car/Parking and ATS Extension Project. In addition to these project management roles, oversaw the completion of two planning studies, one for the definition of a new unit terminal on the west side of the field and the other to determine the feasibility of establishing a dedicated rail service from Chicago's downtown business district to O'Hare International Airport.

Los Angeles International Airport, Advanced Planning for LAX Master Plan Implementation, CA. Project Manager for implementation planning of the \$10 billion master plan at LAX, including the west development of a new unit terminal and the west development of Bradley International Terminal; consolidated Car Rental Facility (ConRAC); and North Airfield reconfiguration.

Los Angeles International Airport, South Airfield Improvement Program, CA. Project Manager and Engineer of Record for a multi-phase, \$350 million airfield development program. The goal of the program was to reduce or eliminate runway incursions in the South Airfield of LAX and to upgrade infrastructure to accommodate several new aircraft, including the Airbus A-380.

San Francisco International Airport, Airfield Development Program, CA. Project Manager responsible for an airfield development study for SFO. The study included development of several "build" and "no-build" runway alternatives.

KEY PERSONNEL



FIRM AECOM EDUCATION

MS, Urban and Regional Planning BS, Environmental Studies

YEARS EXPERIENCE

With AECOM: 2 With Others: 12

JENNIFER BELL C

ENVIRONMENTAL

Helping DEN navigate the environmental permitting requirements to move this program forward will be critically important. I have worked extensively with federal, state, and local regulatory agencies to complete NEPA studies, including evaluation of environmental impacts. I believe my experience in the Front Range and my relationships with governing agencies will enable me to serve as an effective liaison with the FAA's environmental consultant and keep the environmental approvals running smoothly.

VALUE TO DEN Jennifer's background as a senior environmental planner and project manager specializing in environmental studies and permitting is a natural fit for the DEN PMT. She has applied her expertise on a wide variety of projects, including airports, transportation, power generation, renewable energy, electric transmission, oil and gas, and water resources. She specializes in NEPA compliance,

and associated disciplines, including socioeconomic, environmental justice, land use, and aesthetic impact assessments. Jennifer has extensive experience with agency coordination, public participation, evaluation of environmental impacts, and document development. She will use this expertise in evaluating the environmental progress of the work, and assist in evaluating schedule efficiencies for the environmental team.

PROJECT EXPERIENCE

New Madrid County and Missouri Department of Transportation, Memorial Airport Environmental Assessment, New Madrid County, MO. NEPA specialist responsible for preparing an EA for proposed improvements at the New Madrid County Memorial Airport. Airport improvements included the extension and widening of an existing runway, construction of parallel taxiways, and land acquisition to accommodate object-free areas. Managed the agency coordination for the EA, evaluated the environmental impacts of the proposed improvements, and wrote the document. Evaluated impacts on land use, socioeconomic resources, farmland, threatened and endangered species, wetlands, floodplains, and cultural resources.

133rd Airlift Wing, Minnesota Air National Guard, St. Paul, MN. NEPA specialist responsible for preparing an environmental overview for the Minnesota Air National Guard 133rd Airlift Wing facility at the Minneapolis/St. Paul International Airport. The overview included an evaluation of environmental resources and issues in the vicinity of the airport, including land use, zoning, cultural resources, wetlands, floodplains, threatened and endangered species, air quality, noise, hazardous waste, and Section 4(f)/6(f) properties.

Kearny County Airport Master Plan, Kearny County, KS. NEPA specialist responsible for completing an environmental overview for the Kearny County Airport Master Plan. The overview included an evaluation of environmental resources and issues in the vicinity of the airport, including land use, floodplains, wetlands, cultural resources, threatened and endangered species, air quality, noise, and public lands. The overview was conducted to ensure that development alternatives included in the master plan avoid or minimize impacts to the identified resources. Also conducted agency coordination as part of the environmental overview.

Environmental Assessment for Land Acquisition of the Royal Wood Aerodrome Property, Midwest National, Air Center, Clay County, MO. Project manager responsible for an EA for land acquisition for the Midwest National Air Center.

NON-KEY PERSONNEL



FIRM CIG EDUCATION

BA, Technical Journalism with an emphasis in Public Relations

YEARS EXPERIENCE

With CIG: 15 With Others: 6

REGISTRATIONS/ CERTIFICATIONS

APR

LAURIE MEZA, APR C

PUBLIC OUTREACH

DEN has a tremendous opportunity to shape public perception of the new runway or runways by getting a positive message out to the public, keeping positive momentum through an efficient and transparent environmental review, and finishing the work on time and on budget. I know our team can best assist them with the work effort, and I believe I can create effective messaging and public outreach that will make this program a win-win for the airport and the citizens it serves.

VALUE TO DEN Laurie is experienced in strategic communications, planning, and public information management. She will bring this experience to DEN to facilitate designing, implementing, and leading public relations and communications programs for the DEN Future Runway Program. She has participated on many large-scale, complex transportation and infrastructure projects as a valuable leader to distribute public information and facilitate community outreach efforts. Laurie has addressed communication challenges on some of the region's highest-profile transportation projects, including the Transportation Expansion (T-REX), FasTracks program, CDOT,

National Western Center, and multiple projects at Denver International Airport.

PROJECT EXPERIENCE

Denver International Airport, Gate Improvement and Renewal Project, Denver, CO. Provides strategic oversight for the communications outreach of this project. Oversees internal and external communications, including website content, collateral, key messages, communication plans, and stakeholder coordination.

Denver International Airport, Great Hall Project, Denver International Airport, Denver, CO. Provides strategic oversight for the communications outreach on DEN's Great Hall Project. Responsible for overseeing a team that provides internal and external construction communications, including messaging, website content, collateral, temporary wayfinding, and public engagement efforts.

Denver International Airport, Hotel and Transit Center, Denver, CO. Communications Manager for the Hotel and Transit Center (HTC) program at DEN responsible for the strategic planning and implementation of various public information efforts for the program. Communicated with internal and external stakeholders regarding construction impacts and about the vision of the final project. Consistently coordinated with DEN Global Communications staff, City and County of Denver, Regional Transportation District and various stakeholder groups to ensure that challenging communication needs were met with excellent outcomes.

NON-KEY PERSONNEL



FIRM Aegis EDUCATION

BS, Electrical Engineering Technology BA, Business Administration – Finance

YEARS EXPERIENCE

With Aegis: 3 With Others: 35

THOMAS NIEPOTH

SCHEDULING

I find that a creating good schedule is not merely plotting out activities based on milestones and durations. A program master schedule should examine the interdependencies and interrelationships between and among all parties, projects, stakeholder needs, operational requirements, and other crucial factors. Only when these are understood does a schedule truly reflect present and future actions. My expertise lies in creating that predictive tool, which I will do for DEN on this program.

VALUE TO DEN Thomas will use his extensive knowledge and experience with FAA to develop critical path method (CPM) schedules that clearly identify the hurdles that must be overcome. In particular, he is adept in understanding NAVAIDs procurement, installation, and commissioning requirements. Thomas's experience with multiple types of construction delivery methods in airfields and other environments, will be an

advantage as he proactively communicates and collaborates with the project team to overcome the most challenging schedule issues.

PROJECT EXPERIENCE

Dallas-Ft. Worth International Airport, Capital Construction Projects, Dallas, TX. Project Controls Scheduling Manager for all capital and airport improvement projects at DFW. Served as lead scheduler for all civil projects, including runways, taxiways, bridges, roads, and utility work. Worked with other project controls team members to provide dashboard reports that included project status, earned value, schedules, estimates, risk assessments, schedule recovery/analyses, and trends associated with each project. Worked with the Planning Department to develop new projects and participated in pre-bid meetings, interviews, and contract awards. Oversaw and maintained an integrated master schedule and provided weekly summary reports to DFW.

Federal Aviation Capital Construction Projects, Alaska Region. Responsible for the administration and implementation of the region's project controls and schedules for all capital projects for the Alaska region. Generated the region's performance reports for regional and national managers. Evaluated and forecasted the region's resource requirements and acted as the point of contact for all regional project management support and training. Reviewed all project change orders for cost/schedules, recovery plans, and their impacts on all regional projects.

United States Army Corps of Engineers, Fort Worth District Office, Fort Worth, TX. Represented the USACE as an owner's representative during the construction of the U.S. Bureau of Engraving and Printing Expansion project. Analyzed and monitored the general contractor's construction schedule and made recommendations to preserve USACE's interests. Took on other duties for other USACE districts' projects, including providing analysis and recommendations pertaining to claims by general contractors for compensable and non-compensable time.

Tyndall U.S. Air Force Base, Panama City, FL. On-site Lead Scheduler for the Program Management Office developing the integrated schedule for MilCon and FSRM577 projects. This position reported directly to the General and involved providing overall schedule and updates for a massive reconstruction effort following damage by a hurricane. Worked with AFCEC, USACE and A\E contractors to establish a baseline schedule.

NON-KEY PERSONNEL



FIRM

RIB U.S. Cost

EDUCATION

BS, Construction Management

YEARS EXPERIENCE

With RB U.S. Cost: 15 With Others: 20

REGISTRATIONS/ CERTIFICATIONS

Certified Cost Professional, CCP

RUSSELL MCELREATH, CCP

COST

As a certified cost professional who has worked with AECOM on new runways in Atlanta, Dallas, Fort Lauderdale, and Miami, I know Jeff means it when he says we will spend project money like it is our own. I will provide the team with forward-looking, market-based cost estimates that reflect the true cost of work and make certain that DEN receives maximum value for every dollar invested in this program.

VALUE TO DEN Russell has over 16 years of experience providing construction cost control services. Along with overseeing day-to-day activities of the RIB U.S. Cost estimating staff, he is also an active project manager and a senior cost estimator. Russell has directed and prepared cost estimates for new, existing, and specialty-type facilities, including capital development and improvement programs for aviation and airport facilities, transportation and transit facilities, and numerous other projects of various sizes and scopes.

PROJECT EXPERIENCE

Tampa International Airport, Hillsborough County Aviation Department, Tampa FL. Senior Cost Estimator for Taxiway "J" Bridge Reconstruction.

Dallas-Fort Worth International Airport, Dallas-Fort Worth Airport Board, Dallas, TX. Senior Cost Estimator and QA/QC for an estimating, cost management and scheduling contract for the replacement of Taxiway A bridges and taxiways.

Dallas-Fort Worth International Airport, Dallas-Fort Worth Airport Board, Dallas, TX. Senior Cost Estimator and QA/QC for an estimating, cost management and scheduling contract for Taxiway R Rehabilitation.

Fort Lauderdale–Hollywood International Airport, AECOM, Fort Lauderdale, FL. Senior Cost Estimator and QA/QC for the reconstruction and extension of Runway 9R/27L and Taxiway Bridge over US 1.

Hartsfield-Jackson Atlanta International Airport, Atlanta, GA. Senior Cost Estimator for Runway 8R/26L pavement replacement.

Miami-Dade Aviation Department, Miami International Airport, Miami, FL. Senior Cost Estimator and QA/QC. Provided cost estimating services for all capital improvement program projects, including runways and taxiways.

NON-KEY PERSONNEL



FIRM C&S

EDUCATION

MS, Urban and Regional Planning, Sustainability Concentration BS, Environmental Geoscience

YEARS EXPERIENCE

With C&S: 10 With Others: 0

REGISTRATIONS/ CERTIFICATIONS

LEED AP BD+C
Envision Sustainability
Professional
TRUE Advisor
Tailored GRI G4 Certified
Sustainability Reporting
Course, 2015
GRI G4 Exam, 2016

CARLY SHANNON, LEED AP BD+C, ENV SP, TRUE ADVISOR

ENVISION/LEED

In today's world, balancing infrastructure needs with environmental concerns is what brings harmony and consensus among all parties.

As someone who is passionate about improving our world sustainably, I look forward to helping DEN achieve a world-class, eco-friendly product for its users, stakeholders, regulators, and the local community.

VALUE TO DEN Carly Shannon leads C&S's aviation sustainability and resilience efforts. She also co-chairs the Transportation Research Board's (TRB) Aviation Climate Change & Sustainability Subcommittee and currently serves as an at-large member of Airports Council International – North America's (ACI-NA) Sustainability Advisory and Integration Council. Carly will focus on achieving the highest level of sustainability achievable for the DEN Future Runway Program. She was the Envision administrator for the first five airfield projects to receive awards through ISI. She will bring great energy, collaboration, and ideas to the PMT and DEN, and will find ways to increase sustainable efforts through charettes and engagement.

PROJECT EXPERIENCE

Detroit Metropolitan Wayne County Airport, Runway 4L-22R Reconstruction, Detroit, MI. Led the integration of sustainability into the runway reconstruction project. This involved facilitating a sustainability charrette with the project team to identify goals; generate, evaluate, and prioritize sustainability initiatives; educate stakeholders; and gain commitment to the established objectives. Led the successful

pursuit of a Silver Envision award through the Institute for Sustainable Infrastructure.

T.F. Green Airport, Providence, Runway 5 Extension, RI. Led the integration of sustainability into the Runway 5 extension project at T.F. Green Airport. This involved facilitating a sustainability charrette with the project team to identify goals, priorities and feasibility criteria; educate the stakeholders; and gain commitment to the established objectives. Also led the successful pursuit of an Envision Gold award through the Institute for Sustainable Infrastructure—the first for an airfield project.

San Diego International Airport, Airside Airport Development Plan (ADP), San Diego, CA. Overseeing the integration of sustainability and resilience into the airside improvement projects associated with SAN's ADP. Led the sustainability charrette at the onset of design and overseeing the continued incorporation of sustainability principles and pursuit of Envision verification.

Eagle Creek Airpark, Envision Administration for the Taxiway B Project, Indianapolis, IN. Completed a preliminary Envision assessment of the taxiway project at Eagle Creek Airpark. IAA pursued Envision verification for the project, which achieved Envision Bronze.

NON-KEY PERSONNEL





FIRM Lean

EDUCATION

BS, Electrical Engineering & Applied Mathematics

YEARS EXPERIENCE

With Lean: 20 With Others: 23

REGISTRATIONS/ CERTIFICATIONS

PE: Electrical CO

DORON LEAN, PE

AIRFIELD ELECTRICAL

A finished runway isn't just about having the paving complete—it's also about having the electrical vaults, lighting, NAVAIDS, and associated systems ready to make the runway usable. As a veteran of hundreds of runway projects, I will make sure that DEN's new runway or runways are ready for use on Day 1.

VALUE TO DEN Doron has extensive experience in airfield lighting and FAA NAVAID design and installation, with experience on more than 200 projects at more than 100 airports. He specializes in runway and taxiway lighting, NAVAIDs, Surface Movement Guidance and Control Systems (SMCGS), vault modifications, switchgear work, Airborne Launch Control System (ALCS), radar, and other associated electrical infrastructure. Having provided research airfield lighting for the Transportation Research Board, Doron offers exceptional insight on emerging technologies, along with communication and coordination skills that will be key to successful outcomes for the Future Runway program.

PROJECT EXPERIENCE

Denver International Airport, Runway 17R-35L Reconstruction and Lighting Upgrade, Denver, CO. Electrical Program Manager (PM) responsible for the design of the electrical components of reconstruction of Runway 17R-35L. Tasks include new LED light fixtures, transformers, cables, signs, CCRs, determining the need to modify SMGCS detectors loops, and other associated electrical modifications. Lean also provided the same services for Runway 7-25.

San Francisco International Airport, Airside Development and Realignment Program, San Francisco, CA. Electrical PM for runway safety area upgrades for Runways 1-19s and 10-28s, realignment of Taxiways D and T, and the Runway Incursion Mitigation (RIM) Program for Runways 28L and 28R. These projects involved runway lighting, taxiway lighting, NAVAIDs, ground-based augmentation system (GBAS), medium-intensity approach lighting system with runway alignment indicator lights (MALSRs), Glideslopes, ALCS, runway status lights (RWSL), signage, vault modifications, 12kV power/fiber, and other associated electrical infrastructure and flight operations services.

Los Angeles International Airport, Runway 7L-25R Safety Area Improvements, Los Angeles, CA. Electrical PM for installation of a new MALSR system due to the runway extension. Tasks included a new 07 MALSR system and shelter, demolition of existing localizer shelter, new 25R and 25L localizer shelter, replacement of FAA storage facility, relocation of distance measuring equipment (DME) antenna, and modifications to high-voltage utility and power distribution system.

Salt Lake City International Airport, Runway 35-17 Overlay, Salt Lake City, UT. Electrical PM for CAT III-B guard lights; controllable stop bars; ALCS Gen 4; LED runway edge, control, and touchdown zone lights (first full LED runway in the NAS); microwave airplane detection system to verify airplane location; 35 MALSR approach lighting, 35 precision approach path indicator (PAPI), and 35 offset localizer.

Oakland International Airport, Runway 12-30 Rehabilitation and Conversion of Taxiway W to Runway 11-29, Oakland, CA. Electrical PM to rehabilitate the runway, which was constructed in just 13 days. Work included installing a parallel runway lighting system on Taxiway W and replacing all airfield-related runway and taxiway electrical systems.

FORMS



VI. <u>ATTACHMENT 1, SUBMITTAL FORMS</u> <u>Attachment 1, Part 1 Submittal Acknowledgement Letter</u>

City and County of Denver Denver International Airport

Submitter: AECOM Technical Services, Inc.	Date: <u>2/22/2021</u>
Michael Sheehan Senior Vice President, Airport Infrastructure Managemen Airport Office Building (AOB) Denver International Airport 8500 Pena Boulevard Denver, Colorado 80249-6340	t
In response to the Request for Qualifications (RFQ) dundersigned hereby declares that he/she has carefully reproposes to perform and complete the work as required in responses to Parts 2, and 3 of the Submittal Forms.	ad and examined the submittal documents and hereby
The undersigned agrees that this submittal constitutes a County of Denver (City) to perform the work described in	-
After final agreement on the terms of the Contract has Contract, which will be prepared by the City, in a timely m	
The undersigned acknowledges receipt and consideration	of the following addenda to the submittal documents:
Addenda Numbers: #1 and #2	
Name of at least one (1) proposing entity that attended must include the code given at the Mandatory Pre-Subm	-
Name/Company: Jeffrey Warkoski/AECOM Technical Ser	vices, Inc.
Code No: DENRUNWAYPMT2021	
The undersigned certifies that he/she has examined and satisfied him/herself with respect to any questions reundersigned's understanding of the Scope of Work or any Signature:	garding the RFQ which could in any way affect the
Type or print name: <u>Travis Boone, PE, Executive Vice Pres</u>	sident
Submitter's Business Address: 7595 Technology Way, Suit	te 200, Denver, CO 80237
E-mail address: travis.boone@aecom.com	

Attachment 1, Part 2 Submittal Data Form

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

Submitter Name: AE	COM Technical Services, Inc.
Submitter Address:	7595 Technology Way, Suite 200, Denver, CO 80237
Phone: <u>303.694.277</u>	70 Fax <u>303.694.3946</u>
Email: _travis.boone	@aecom.com
Federal Identification	Number: 95-2661922
Principal in Charge (N	Name & Title): Travis Boone, PE, Executive Vice President
Project Manager for	this RFQ (Name & Title): <u>Jeffrey Warkoski, PE, Vice President, Aviation</u>
Equal Employment C	pportunity Officer: Bill Parker, 804.515.8534
	nal and Public Liability Insurance Carrier(s):
•	ACE American Insurance Company (AM Best rating: A+ XV); Policy Period: 4/1/20 - 4/1/21 ier: ACE American Insurance Company (AM Best rating: A+ XV); Policy Period: 4/1/20 - 4/1/21
Umbrella Liability: Carrie	r: ACE Property and Casualty Insurance Co (AM Best rating: A XV) Policy; Period: 4/1/20 - 4/1/21 rier: Illinois Union Insurance Company (AM Best rating: A+ XV); Policy Period: 4/1/20 - 4/1/21
•	Employers Liability: Carrier: ACE American Insurance Company (AM Best rating: A XV); Policy Period: $4/1/20$ - $4/1/21$ erages: Marsh Risk and Insurance Services, Inc.; 777 S. Figueroa Street, Los Angeles, California 90017; 213.346.5082
	Parent Company Information
Δ	(If Applicable) AECOM Technical Services, Inc. is a wholly owned indirect subsidiary of AECOM, a Delaware
	orporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE).
Address: 300 South (Grand Avenue, Suite 900, Los Angeles, CA 90071
Phone: 213.593.810	0Fax: _213.593.8178
Contact Person: En	tity Management: entitymanagement@aecom.com

Submit	tal is for (check one):
	Sole Proprietorship
	Partnership
X	Corporation
If this i	s a corporation, then you are the (check one):
X	Subsidiary
	Parent Company
State o	f Incorporation: California
Is this a	a joint venture?
	YES
X	NO
	s a joint venture, a certified copy of the Joint Venture Agreement must accompany this submittal.
	do Secretary of State Certificate of Good Standing
	CERTIFICATION
	dersigned certifies that to the best of his/her knowledge, the information presented in this Submittal Data sa statement of fact and that the Submitter has the financial capability to perform the work described in
	omitter's documents.
Signatu	Title <u>Executive Vice President</u>
Print N	ame Travis Boone
Date 2	2/22/2021

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 accord	dance with III-15, please sign affirmation statement.	
legal or administrative proceedin filed bankruptcy within the last t any Federal, State or local govern	(Submitter) has gs which involve a claim in excess of Fifty Thousand Doten (10) years; has not been debarred or suspended ament procurements; and neither the Submitter nor it ted crime, violation or felony in the last five (5) years.	ollars (\$50,000.00); has no from bidding/proposing or s key employees have beer
Signature	Title	
Print Name		
Date		
additional space is needed, pleas	ordance with III-15, please use the following space se attach additional pages.	

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

A. The Submitter 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 Submitter, its principals or key personnel were a party in the last five years. The Submitter 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.

AECOM Technical Services, Inc. - Litigation History (5 Years) In Excess of \$50,000

AECOM Technical Services, Inc. ("ATS") is a large design, engineering, planning and related professional services company that executes thousands of projects annually. As with any large services company, from time to time, ATS is involved in claims and litigation, many of which involve third party personal injury and property damage claims. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution.

Upon knowledge and belief, formed after reasonable inquiry, ATS has been involved in the disclosed litigation over the past five (5) years related to the performance of professional engineering, design, and construction services in the U.S. None of our current claims could reasonably be expected to have a material adverse effect on ATS or its ability to perform under the contract contemplated by the proposal. If you require additional information, please contact Armond Tatevossian, Region Chief Counsel, DCS Americas, at armond.tatevossian@aecom.com.

Claimant Name &	Date Filed & Venue	Status	Claim Description
Case Number			
Colonial Pipeline Company v.	July 31, 2020	Pending	Cody Mitchell is a seconded employee at the Nashville
Metropolitan Nashville Airport			Airport (MNAA) under our Staff Augmentation
Authority and AECOM	United States District		contract. One of Cody's responsibilities as directed by
Technical Services. Inc.	Court for the Middle District of Tennessee		MNAA was to be a resource to TDOT for their work regarding relocation of an adjacent State Route. As a
Case No. 3:20-cv-00666	Nashville Division		part of the TDOT work, they requested access inside the Airport Operations Area (AOA) for investigative drilling. As TDOT's designated liaison, Cody was asked to schedule a runway closure, and make arrangements for the drilling. According to GIS information provided by the airport, Colonial's pipeline appeared to be 80 feet away. When TDOT began to drill they hit Colonial's pipeline resulting in a spill. Colonial is suing for the clean-up costs.
AECOM Technical Services, Inc. v. Flatiron AECOM LLC	October 2, 2019	Pending	Contract and professional negligence dispute.
	District of Colorado		
Case No. 1:19-CV-02811-WJM-			
KLM			
LM Heavy Civil Construction,	May 10, 2019	Pending	Port received claim from its contractor alleging delays
LLC v. Port of Palm Beach			and disruptions due to errors in design. Port denies the
District	Palm Beach County,		contractor's allegations but to the extent it if found
	Florida		liable alleges that AECOM should be liable.
Case No. 50217CA005376			

JH Kelly, LLC v. AECOM Technical Services, Inc. Case No. 192600	January 29, 2019 Shasta County Superior Court,	Pending	Claims for cost overruns and delays arising out of a EPC project to replace compressor station on PG&E's gas transmission line.
East Kentucky Power Cooperative v. AECOM Technical Services, Inc. Case No. 5:18-cv-00437-JMH	California June 7, 2018 E.D. Kentucky	Pending	East Kentucky Power Cooperative alleges that ATS did not design an external haul road used to access the bottom of EKPC's Spurlock Station coal ash landfill in Maysville, Kentucky in accordance with the parties' contract or professional standards. ATS disputes EKPC's allegations and contends that ATS acted consistent with the applicable industry standard of care and scope of work authorized by EKPC.
Clark Bros. Inc. (CBI) v. Gierlich-Mitchel Inc. (GMI) v. AECOM (Cross-defendant AECOM) Case No. 17CECG00503	April 12, 2017 Fresno County Superior Court, California	Settled September 2018	Contractor on municipal sewer lift station project filed suit against pump manufacturer and its representative, alleging pumps were defective or did not meet published specifications. Mfr.'s representative filed cross-claims against ATS alleging negligence. ATS provided design services on the project.
Green Bay Metropolitan Sewerage District v. PTS Contractors, et al (including AECOM Technical Services, Inc.) Case No. 16CV449	March 29, 2016 Brown County Circuit Court, Wisconsin	Settled March 2019	Fox River Fiber and Green Bay Metropolitan Sewerage District filed separate suits asserting breach of contract and negligence claims against AECOM Technical Services, Inc. ATS provided design and construction inspection services. The claims arise from a force main failure (leak) allegedly caused by corroded bolts.
Fox River Fiber v. AECOM, et al. / Green Bay Metropolitan Sewerage District v. M.P. Nexlevel, LLC, AECOM Technical Services, Inc., et al. Case No. 15CV1742	December 28, 2015 Brown County Circuit Court, Wisconsin	Settled October 2019	Green Bay Metropolitan Sewerage District filed suit against AECOM Technical Services, Inc. asserting breach of contract. ATS provided design and construction inspection services. The claim arises from the discovery of corroded force main bolts, which GBMSD claims could create the risk of leakage of wastewater.
Green Bay Metropolitan Sewerage District v. M.P. Nexlevel, LLC, AECOM Technical Services, Inc., et al. Case No. 16CV2	January 4, 2016 Brown County Circuit Court, Wisconsin		

^{*}The above table was comprised from identifiable and retrievable corporate records for AECOM Technical Services, Inc. and excludes (i) claims involving personal injury and property damage claims not otherwise connected with the claims identified, (ii) employment-related matters, and (iii) subsidiaries and affiliates of AECOM Technical Services, Inc.

February 2021

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

AECOM Technical Services, Inc. has not filed for protection under the laws of the U.S. Bankruptcy Code within the last ten (10) years.

C. The Submitter shall submit (at time of submittal) a statement as to whether the Submitter, 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 Submitter 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 Submitter 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 Submitter 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.

AECOM Technical Services, Inc., its principals, or key employees presently, or in the past, have not been involved in any debarment or suspension proceedings.

D. The Submitter shall submit (at time of submittal) a statement as to whether the Submitter, 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 of 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.

AECOM Technical Services, Inc., its principals, or key employees have not been convicted of a bid related crime or violation, or have been convicted of any felony in any jurisdiction within the last five (5) years.

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

AECOM Technical Services, Inc. Dun & Bradstreet No. is 003184462 (Los Angeles Headquarters).

F. If the Submitter 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.

AECOM Technical Services, Inc. is not a publicly held company.

AECOM is prepared to submit the following if selected

G. During the pricing phase of this procurement or contract negotiations, the Submitter 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 Submitter does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audited overhead rates. This statement shall cover the Submitter'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 Submitter's financial position, results of operations and changes in financial position.
- 2. If the Submitter is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Submitter does not have audited overhead rates, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Submitter, 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 Submitter is a small business as defined by the United States Small Business Administration, the Submitter may elect to submit copies of its Federal tax return for the prior two (2) years and prepare an Exhibit E, Submittal 2 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 submittal.

Attachment 1, Part 4 Conflict of Interest

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

If no conflict of interest exists in accordance with III-25, please sign affirmation statement. The undersign affirms that AECOM Technical Services, Inc. (Proposer) does not currently have existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, that might create a conflict of interest if this contract is awarded to Proposer. Signature Title Executive Vice President Print Name Travis Boone Date 2/22/2021 If disclosure of potential conflict(s) of interest is required in accordance with III-25, please use the following space to provide information. If Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it or others could take to mitigate the conflict. If additional space is needed, please attach additional pages. Contract No. _____ Contract Name: _____ Description of conflict: Proposed mitigation: Contract No. _____ Contract Name: ____ Description of conflict: Proposed mitigation:

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.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AECOM TECHNICAL SERVICES, INC.			_				
	2 Business name/disregarded entity name, if different from above							
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only on following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	estate ot check LLC is LLC th	Exe Cat (Appl	xemption ain entiti ructions mpt paye mption free (if any)	es, no par e cod om Fr	t individue and the second terms of the second	luals;	see 5
See S	1178 PAYSPHERE CIRCLE 6 City, state, and ZIP code CHICAGO, IL 60674	SHalli	e anu a	uuress (c	PHOTI	11)		
	7 List account number(s) here (optional)							
Par		cocial c	ecurity	numbei	i			
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid up withholding. For individuals, this is generally your social security number (SSN). However, for a	Julian S	Curry	Tullibe	1		1	1
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other		-	-	-			
TIN, la	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> ater.	 r				ш		1 1
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name and	mploy	er iden	tification	num	ber		
Numb	per To Give the Requester for guidelines on whose number to enter.	9 5	- 2	6 6	5 1	9	2 2	
Par	t II Certification							
Unde	r penalties of perjury, I certify that:							
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number in not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have no revice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividence longer subject to backup withholding; and	t been	notifie	d by th	e Inte			
	n a U.S. citizen or other U.S. person (defined below); and							
4 The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is corre	^ +						

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 ▶	Minga &	2 Clarid	ç		Date ►	02/5/2021	
				-				

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.

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,

AECOM Technical Services, Inc.

is an entity formed or registered under the law of California , 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 19961159924 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/17/2021 that have been posted, and by documents delivered to this office electronically through 02/18/2021 @ 13:58:16.

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 02/18/2021 @ 13:58:16 in accordance with applicable law. This certificate is assigned Confirmation Number 12953820 .



Jena Muswell
Secretary of State of the State of Colorado

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."

VII. ATTACHMENT 2, DBE 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 DBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the DBE 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-DBE PRIME:				
☑ The City and County of Denver has specified a <u>25</u> % D		e Bidder/Proposer		
is committed to meeting <u>25</u> % DBE Participation on the	e contract.			
COMPLETE IF YOU ARE A DBE PRIME:				
☐ The City and County of Denver has specified a% D is a certified DBE with the City and County of Denver and is contract.		· ·		
COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:				
☐ The City and County of Denver has specified a% Do unable to meet this project goal but is committed to a must make adequate good faith efforts to meet this goal in submit a detailed statement and documentation of their goon meeting the requirements of this section, in accordance	_% DBE Participation on the contract. T order to be deemed responsive. The Bio ood faith efforts. Award of the contract	he Bidder/Proposer dder/Proposer must		
The undersigned Bidder/Proposer hereby agrees and commitments in this project in conformity with the Procurement/Contract Language.				
Bidder/Proposer (Name of Firm): AECOM Technical Service	es, Inc.			
Firm's Representative: Travis Boone, PE				
Title: Executive Vice President				
Signature (Firm's Representative): Date: 2/22/2021				
Address: 7595 Technology Way, Suite 200				
City: Denver	State: CO	Zip: 80237		
Phone: 303 694 2770	Email: travis.boone@aecom.com			



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

City & County of Denver Contract No.:	202057158
	——————————————————————————————————————

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. Any certified firm listed must be certified by the City and County of Denver. 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: AECOM Technical Services, Inc.	\square MWBE (\lor) \square SBE (\lor) \square	DBE $(\lor) \square$ EBE (\lor)		
Firm's Representative: Travis Boone, PE				
Signature: See	Date: 2/22/2021			
Address: 7595 Technology Way, Suite 200				
City: Denver	State: CO	Zip: 80237		
Phone: 303.694.2770	Email: travis.boone@aecom.com			
Total Proposed Contract Value \$: TBD	Self-Performing Contract Value	e \$: TBD		
Subcontractors, Subconsultan	ts, and/or Suppliers			
Name of Firm: Aegis Project Controls - Owners Representative Serv	ices ☐ MWBE (√) ☐ SBE (√) ☐	DBE (√) □ EBE (√)		
Firm's Representative: Tina Millan				
Phone: 786.230.8003	Email: tmillan@consultaegis.com			
Type of Service: Scheduling				
Name of Firm: Communication Infrastructure Group (CIG)	MWBE (√) SBE (√)	DBE (√) □ EBE (√)		
Firm's Representative: Brenda Tierney				
Phone: 303.884.2069	Email: brendat@cig-pr.com			
Type of Service: Public Relations Services (NAICS 541820); Marketing Res	earch and Public Opinion Polling (NAICS 5	41910)		
Name of Firm: Civil Technology Group, Inc.	☑ MWBE (√) ☑ SBE (√) ☑	DBE (√) □ EBE (√)		
Firm's Representative: Sheila King				
Phone: 303.292.0348 x222	Email: sheila.king@civiltechnology.	com		
Type of Service: Construction Management, Highway, Road, Street and B		ervices (NAICS 541330;		
All Other Professional Scientific and Technical Services (NAICS 5/1990)				

DSBO Version 4 Last Revised: October 5, 2020



Name of Firm: C&S Engineers, Inc.	☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√)
Firm's Representative: Carly Shannon	
Phone: 315.420.7961	Email: cshannon@cscos.com
Type of Service: Sustainability	
Name of Firm: Geocal, Inc.	\square MWBE (\lor) \square SBE (\lor) \boxtimes DBE (\lor) \square EBE (\lor)
Firm's Representative: Gregory Perzinski	
Phone: 303.337.0338	Email: gregp@geocal.us
Type of Service: Civil Engineering Services, Construction Engineering Ser	
Testing Laboratories or Services, Laboratory Testing (except medical, veterinar	y) Services, Soil Testing Laboratories or Services (NAICS 541380)
Name of Firm: J.A. Watts, Inc.	\boxtimes MWBE (\lor) \boxtimes SBE (\lor) \boxtimes DBE (\lor) \square EBE (\lor)
Firm's Representative: Lorie Moghaddam	
Phone: 720.377.6035	Email: LMoghaddam@jwincorporated.com
Type of Service: Construction Management, Highway, Road, Street and E	Bridge (NAICS 237310); Engineering Services (NAICS 541330);
Administrative Management and General Management	Consulting Services (NAICS 541611)
Name of Firm: Lean Technology Corporation	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)
Firm's Representative: Doron Lean	
Phone: 310.310.5912	Email:dlean@leancorp.com
Type of Service: Airfield Electrical/Flight Procedures	
Name of Firm: LS Gallegos & Associates, Inc.	\boxtimes MWBE (\lor) \boxtimes SBE (\lor) \boxtimes DBE (\lor) \square EBE (\lor)
Firm's Representative: Melanie Urso	
Phone: 303.790.8474	Email: murso@lsgallegos.com
Type of Service: Civil Engineering Services, Construction Engineering Services	rvices (NAICS 541330); Administrative and General Management
Consulting Services (NAICS 541611)	
Name of Firm: RIB U.S. COST	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)
Firm's Representative: Patrick Pedigo	
Phone: 786.953.7817	Email: Patrick.pedigo@rib-uscost.com
Type of Service: Cost Estimating	
Name of Firm: Sunland Group, Inc.	\boxtimes MWBE (\lor) \boxtimes SBE (\lor) \boxtimes DBE (\lor) \square EBE (\lor)
Firm's Representative: Brandy Waters	
Phone: 512.494.0208	Email: Bwaters@sunlandgrp.com
Type of Service: Civil Engineering Services, Construction Engineering Services Administrative Management and General Management	
Name of Firm: ZANN, Inc.	☑ MWBE (V) ☑ SBE (V) ☑ DBE (V) ☑ EBE (V)
Firm's Representative: Suzanne Arkle	Funcil
Phone: 312.543.6317	Email:suzanne@zanninc.com
Type of Service: Administrative Management and General Management	Consulting Services (NAICS 541611); Marketing Consulting

Services (NAICS 541613); Public Relations Services (NAICS 541820); Marketing Research and Public Opinion Polling (NAICS 541910); All other Business Support Services (NAICS 561499)

Reference #	13616847
Status	Complete
Business Email Address	info@aecom.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	DEN Future Runway Program Management Services
Solicitation No. (Check Below if Not Applicable)	202057158
Name of Your Company	AECOM Technical Services, Inc.
What Industry is Your Business?	Professional
Address	7595 Technology Way, Suite 200
City	Denver
State	Colorado
Zip Code	80237
Business Phone Number	303.694.2770
Business Facsimile Number	303.694.3946
1. How many employees does your company employ?	Over 100
Number of Full Time:	45065
Number of Part Time:	4696
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	Yes
2.3. Customer Service?	No
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity	Overview of AECOM's Diversity and Inclusion Principles and Programs At AECOM, incorporating the principles of diversity and inclusion into every aspect of our business is central to driving innovation, and expanding and enhancing the overall AECOM experience for our employees, clients and stakeholders. With employees in more than 150 countries worldwide, we recognize that our commitment to sustaining a diverse and inclusive environment is paramount to our continued global success and that the diversity of our staff brings

and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)

new ideas and creativity, which contributes to AECOM's leading industry position.

Our goal is to recruit, engage and develop outstanding people from a wide range of backgrounds and skills. Diversity expresses itself in many ways – age, gender, race, nationality, language, culture, marital status, sexual orientation, religion, belief or creed, education, disability, personality, experiences and approaches to work. We strive to maximize the potential of our employees by harnessing these differences and creating a productive, inclusive environment in which everyone feels respected and valued, where talents are fully utilized and in which company goals are achieved.

To leverage diversity as a competitive advantage, it is AECOM's policy to:

- •Ensure that everyone receives equal treatment in all aspects of employment policies and working practices
- Foster an open working environment free from discrimination and harassment
- •Employ a workforce that respects the diverse communities in which we operate
- Raise employee awareness by designing and delivering sustainable diversity initiatives
- •Act as an employer of choice and influence our industry peers and business partners to adopt similar diversity standards and goals.

Please see Attachment A: Diversity Form for more detailed information.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)

- Employee Training
- Public EEO Postings
- Other (email communication, intranet, internet)
- 5. How often do you provide training and diversity and inclusiveness principles?

Annually

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

AECOM Supplier Diversity/Small Business Programs are committed to maximize procurement opportunities for small businesses to the fullest extent consistent with efficient contract performance. Over the last 5 years, AECOM has directed over 30% of subcontracted dollars to small businesses across our various market sectors. We believe that small and diverse businesses bring innovation and expertise that assist AECOM in supporting our customers and their missions. AECOM continuously seeks to identify new M/WBE and SDVOB firms to support our work across our markets.

To incorporate certified firms into our projects, AECOM engages in a robust outreach program to identify qualified firms by hosting

inclusiveness. (If Not Applicable, please type N/A below)

outreach events, and taking part in client and industry events that provide an opportunity for M/WBE firms to network and market their products and services to us.

Supplier Diversity/Small Business Program

AECOM recognizes the important role small businesses play in our economy and believes in contributing to the communities in which we work. It is the practice of AECOM to provide maximum practicable subcontracting opportunities for small and diverse firms including but not limited to the following: Small Business (SB), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE), Minority-Owned Business Enterprises (MBE), Historically Underutilized Business Zone (HUBZone), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Business (SDVOB), and any other type of small or minority-owned business. We believe that small and diverse businesses bring innovation and expertise that assist AECOM in supporting our customers and their missions.

AECOM's strong commitment to supplier diversity runs through the entire firm and is driven by our Supplier Diversity Commitment Statement signed by our Chief Executive Officer, Troy Rudd.

As part of this commitment, our team provides comprehensive support to maximize procurement opportunities for small businesses to the fullest extent consistent with efficient contract performance. Staff dedicated to our Supplier Diversity/Small Business Programs work closely with AECOM project teams to provide assistance and support in the following areas:

- •Proposal Support: Assist with development of subcontracting utilization plans and program narratives to highlight small business program and overall program success
- •Small Business Identification: Support in identifying capable and qualified small and diverse firms for subcontracting opportunities or to serve as our prime contractor for a small business set-aside •AECOM Work History: Provide details on past performance for small business partners to assist in understanding who has worked with a given firm
- •Small Business Outreach: Attend and speak at small business conferences, trade shows, and matchmaking events to identify new and qualified subcontractors and to represent AECOM
- •Small Business Regulatory Tracking & Training: Track new federal, state, and local laws and regulations and provide training and guidance to internal teams on the impact of these changes and how we will comply with the new requirements
- •Small Business Capture Strategy: Assist in the development of a proactive small business strategy for a market, client or specific opportunity
- •Audit Coordination: Lead and manage all federal, state and local business audits and inquiries from our clients and/or regulatory agencies.
- •Semi-Annual Government Reporting and Goal Performance, as needed: Draft and Submit Individual Subcontract Reports (ISRs) and Summary Subcontract Reports (SSRs) and provide ad hoc subcontracting performance data as need to assess goal performance
- •CPARS Evaluation Support, applicable to federal contracts:

Provide guidance and recommendations for addressing Small

	Business Utilization portion of CPARS evaluations •Small Business Compliance Strategy: Provide support and strategy guidance to program and project Managers on goal achievement through one-on-one working sessions •Mentor-Protégé Support: Draft, vet, and provide comprehensive support for mentor-protégé agreements •Client Management: Support engagement efforts with clients' small business staff (i.e., Office of Civil Rights, Department of Small Business Services, etc.) The small business team is committed to providing support in all our small business engagements and ensuring that we meet our commitment to support our small and diverse partners.
7. Do you have a diversity and inclusiveness committee?	Please see Attachment A for more information. Yes
7.1 If Yes, how often does it meet?	Other (As needed)
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
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	Amber Provost
Today's Date	02-22-2021
NOTE: Attach additional sheets or documentation as necessary for a complete response.	AECOM_DiversityInclusiveness_Att_A.pdf (4392k)
Last Update	2021-02-22 12:50:57
Start Time	2021-02-22 12:39:32
Finish Time	2021-02-22 12:50:57
IP	174.51.11.231
Browser	IE
Device	Desktop
Referrer	https://fs7.formsite.com/CCDenver/form161/index.html

About AECOM

AECOM is the world's premier infrastructure consulting firm, delivering professional services throughout the project lifecycle - from planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical expertise and innovation, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm and its Professional Services business had revenue of \$13.2 billion in fiscal year 2020. See how we deliver what others can only imagine at aecom.com and @AECOM.

AECOM

7595 Technology Way, Suite 200 Denver, CO 80237 303.694.2770

aecom.com



DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES – REQUEST FOR QUALIFICATIONS

POC: LaQuisha Shaw, Business Management Services Contract Administrator

E-MAIL: contract.procurement@flydenver.com

Please respond to the following questions regarding <u>AECOM</u> [Consultant's name] record of performance of any work within the past ten (10) years, including anycurrent work performed for you. The information that you provide will be used in considering the consultant's proposal to provide project management services to DENrelated to the design and construction of a new runway. Therefore, it is important that the information provided is as factual and accurate as possible. Please provide examples and/or explanations (use additional pages if necessary).

PART I. (To be completed by the Proposer) A. CONTRACT IDENTIFICATION

Company Name: San Francisco International Airport (SFO)

Address: P O Box 8097, San Francisco, CA 94128

Contract Type: Program Management Support Services

Contract Award Date: 5th April, 2011

Forecasted or Actual Contract Completion Date: 11th January, 2016

Nature of the Contractual Effort: (Proposer must be descriptive and provide adequatedetail for DEN to evaluate the Consultants Scope of Services for the referenced project(s).)

AECOM was engaged by the City and County of San Francisco Airport Commission to provide program management, design assistance and construction management for RSA improvements at SFO. AECOM assisted the Airport with the design, FAA coordination and construction to deliver \$220 million of airfield improvements to be FAA RSA compliant. Significant to this project was the coordination with the FAA Engineering Services group, Flight Procedures, Flight Standards and Flight Check group. AECOM developed a master schedule, compiling all activities inclusive of design, FAA involvement and approvals, construction, and coordination with the Oakland Airport's RSA work. The latter was deemed necessary to ensure a coordinated approach to airspace needs, flight procedures, demands on FAA resources, and safety measures identified through the FAA safety management system (SMS) planning and mitigation strategies.

RSA improvements included threshold displacements and declared distance modifications, runway lengthening, taxiway realignments, new taxiways, navigation aids (NAVAID) relocation and upgrades, and Engineering Material Arresting Systems (EMAS). Associated with these improvement were major electrical substation and distribution system modifications; airfield lighting and signage modifications, approach light system (ALS) upgrades including trestle modifications in San Francisco Bay; major drainage reconstruction and pump stations; vehicular service road modifications; perimeter Air Operations Area (AOA) security fencing; and major airfield duct-bank modifications related to the airfield lighting and NAVAID work. Unique to the project were frangible blast fence; relocate-able security fences; and relocate-able blast fences.

These systems were developed by AECOM to maintain the operational performance of the airport during construction and facilitate the construction activities occurring in the vicinity of an active airfield.

The RSA Program was implemented in two phases. Phase I provided runway and NAVAID improvements to the Runways 10R/28L and 10L/28R, 12KV Substation Improvements and South Field Drainage Improvements that are necessary to allow the construction of Phase II.

Phase I Contracts:

- RSA South Field Drainage Improvement: Project provided the design and construction efforts required to improve the existing storm water collection, conveyance, and storage network of the South Field. Final Completion: June 30, 2013. Construction Contractor: Disney Construction.
- RSA South Field Substation BR: Project provided the groundwork necessary for the future realignment of Taxiways 'A', 'A1', 'M1', 'L' and 'L1' and the new approach lighting for Runway 19L. Final Completion: July 12, 2013. Construction Contractor: Bass Electric.
- Runway 10R Paving and Lighting: Project displaced the 10R end of Runway 10R-28L in order to comply with the safety area dimensional requirement at each runway end. Final Completion: November 13, 2012. Construction Contractor: Gallagher & Burk.
- RSA Runway 10L-28R & 28L Paving and Lighting: Project displaced the 28R and 28L thresholds by 300 feet in order to comply with the safety area dimensional requirement at each Runway's end. Final completion: October 20, 2013. Construction Contractor: Pavex Construction.
- RSA EA/Schematic Design: Project included professional environmental services performed by SFO. AECOM provided project controls/cost reporting. Notice of Determination filed: February 1, 2012.
- RSA Mitigation: Program addressed the impacts to 3.72 acres of jurisdictional areas
 affected by the RSA program. AECOM provided project controls and cost reporting for
 this effort. The environmental services were provided by SFO.

Phase II Contract(s):

• Runways 1-19s RSA Improvements: Project provided the design and construction effort necessary to relocate the thresholds and raise the existing overrun pavements to meet the new grades required for the EMAS. Environmental permitting constraints restrict work on the seawall and adjacent area to between 1 September and 31 October 2014. A security fence was installed to isolate as much of the work as possible from the rest of active portion of the airfield to allow work to proceed unimpeded outside of the AOA. Final Completion: October 29. 2014. Construction Contractor: Golden Gate Construction JV

Firm's Role in Project: AECOM played an essential role in this project from planning to completion. This program includes support and augmentation of airport staff with overall management of the program. AECOM's scope of work consisted of:

- Program/project management;
- Scheduling and budgeting;
- · Cost estimating and cost reporting;

- Stakeholder coordination with the FAA, SFO, airlines and other agencies;
- · Planning and construction phasing;
- Civil/structural/electrical design, including FAA navigational aid (NAVAID) equipment and associated power and controls;
- Airfield and airspace modeling;
- Flight engineering, route and payload analysis;
- Design management, including peer and quality assurance reviews;
- Environmental compliance;
- Construction phasing;
- Airline coordination to obtain consensus on runway closure to build Phase II 1-19's RSA improvements;
- Engineering services during construction;
- Construction support, including inspection and material testing during construction;
- Coordinating FAA testing and commissioning of NAVAIDs;
- Incident recovery on Runway 28L

B. IDENTIFICATION OF PROPOSER'S REPRESENTATIVE

Name: Mark Fantozzi

Title: Project Manager

Date: 2/22/2021

Telephone Number: 408-489-9185

Address: 676 McDonnell Road, San Francisco CA 94128

E-mail Address: mark.fantozzi@aecom.com

PART II. EVALUATION (To be completed by Point of Contact – Reference)

A. Compliance of Products, Services, Documents, and Related Deliverables to Specification Requirements and Standards of Good Workmanship

1.) Did the Consultant provide required services, as identified in its Scope of Work, to meet the overall project goals and objectives? Describe any challenges or incidents that occurred, as a result of the Consultant's performance, that required improvements.

Comments:

AECOM prepared an extensive phasing and construction schedule for Runways 1L/19R and 1R/19L RSA work, conducted peer review sessions, and made recommendations on contract scope packaging and phasing. This helped alleviate airlines' concern about having multiple runways closed for an extended duration by demonstrating to the airline technical committee that based on the delay analyses, the proposed strategy was the least impactful to airfield operations and the most effective plan to meet the Congressional mandated schedule. AECOM assisted the Airport in the design, bidding and construction, providing several innovative solutions to the 1-19 runway closure, allowing the Airport to accomplish the simultaneous closure and reopen the runways one month ahead of schedule. AECOM and SFO were proud to report zero injuries on the job and zero aircraft

incursions. AECOM's team was cognizant and constantly vigilant of its role and responsibilities in safety.

2.) Describe any major wins or accomplishments that the Consultant obtained regarding the project, which may include construction quality control or assurance achievements, budget savings, accelerated schedule delivery, or any other services that were acknowledged.

Comments:

Unique to the project were frangible blast fence, relocate-able security fences, and relocate-able blast fences. These systems were developed by AECOM to maintain the operational performance of the airport during construction and facilitate the construction activities occurring in the vicinity of an active airfield. AECOM developed the construction plan and phasing that closed each end of 1L/19R and 1R/19L, allowing the contractor full access of the work areas. This was the single most significant construction planning concept that allowed the contractor to complete the work and reopen the runways a month ahead of schedule.

Soil Stabilization – On two of the airfield projects, the contractor encountered poor soil at subgrade. The Airport design team, the contractor and AECOM working collaboratively came up with soil stabilization schemes that were employed quickly and did not result in any schedule delay.

Recommended runway closure as a feasible solution - AECOM worked with SFO extensively to present to the stakeholders two options that met the criteria for limited risk, meeting environmental constraints, meeting schedule and limited delay to complete the RSA improvements to Runways 1L/19R and 1R/19L.

Converting runway ends to non-AOA - The Air Operations Area (AOA) is the portion of the airport in which security measures are carried out. Work in these areas requires special badging or Airfield Safety Officer (ASO) escorts. For the Runways 1-19's Improvements, the entire work limits were in the AOA. As a result, the feasibility of meeting the planned completion schedule became difficult. It became apparent that the closure required that each end of the runways be converted to non-AOA. In order to accomplish this, AECOM developed an innovative temporary movable AOA security. With the temporary AOA fence near active taxiways, a jet blast analysis identified areas where the jet blast from taxiing aircraft needed to be mitigated to protect construction personnel. So the temporary AOA fence served two roles – it incorporated jet blast protection and served as an AOA security fence. The unique design solution allowed the contractor to install 8,000 feet of the temporary AOA fence in 24 hours allowing unrestricted access to the runway ends two weeks ahead of when a standard AOA fence could be completed.

Through innovation and working with a collaborative team, SFO announced the completion of construction of the federally mandated RSA program 20 months ahead of schedule.

The RSA Program won the following awards:

• ENR California Best Projects 2015 Award for Airport/Transit



- California ACEC Honor Award 2015 Engineering Excellence Awards
- National Recognition Award ACEC 2015 Engineering Excellence Awards
- International Partnering Institute Partnering Champion (Highest Honor) 2015
 - 3.) Describe any major scope changes that occurred on the referenced project. Include comments on how the changes impacted the project budget and schedule and how the Consultant handled the changes.

Comments:

During the initial design phase of the project, the FAA identified a requirement for a cooperative airport ground domain surveillance system as part of the FAA's transition to the Next Generation Air Transportation System (Next Gen). The SFO asked AECOM to plan and design the infrastructure for the future installation of the FAA's runway status light system (RWSL) so that the work could be accomplished as part of the RSA construction work. Because SFO is a key site for the implementation of Airport Surface Surveillance Capability (ASSC), the FAA is especially keen on getting the RWSL up and running at SFO.

In 2013, the Asiana plane crash occurred on Runway 28L while crews were working on Runway 28R. Runaway 28L had been reopened several weeks. AECOM was able to mobilize quickly to assist SFO in the recovery and repair of the runway and NAVAIDs. This allowed the reopening of the affected runway in less than one week after the crash. The recovery and repair work constitute a major scope change but AECOM was able to respond timely and effectively. AECOM revised the RSA program schedule and manpower allocation to accommodate this change without sacrificing the effort on the RSA program. Despite the incident, the RSA Program was completed 20 months ahead of schedule.

B. Effectiveness of Project Management (to include use and management of subcontractors).

1. Describe how the Consultant maintained adequate experienced staff to effectively manage the project's needs and challenges, while maintaining a cost-effective approach to minimize cost.

Comments:

Working with the Airport Program Manager, AECOM developed a comprehensive staffing plan for the entire program that included core program staff, Subject Matter Experts (SMEs) pertinent to the Program development and key subconsultants needed for specific elements of work. The staffing plan was regularly updated as projects moved from planning, design to construction where AECOM moved from project management to construction management, always maintaining a core group for management, scheduling and phasing, QA/QC and project controls. The staffing plan accounted for the billing rates and times for each staff level, SMEs and subconsultants, and tracked the cost against the budget. From the staffing plan, AECOM provided a projected cash flow and tracked against actual. If actuals were tracking high, adjustments could be made in staffing. Tracking earned valued (EV) provided the mechanism for budget maintenance.

2. Did the Consultant or their subconsultants require key staff changes during the project? If so, what were the causes of these changes and were they replaced with equivalent experienced staff member(s)? Describe the Consultants approach for obtaining replacement staff and was the Client or Owner included in that process?

Comments:

There were no changes in key staff members on the consultant's team throughout the project.

- C. Timeliness of Performance for Services and Product Deliverables.
 - 1. Did the Consultant provide key deliverables on time? If not, please describe the reason for any delay and what methodologies were used by the Consultant to address the delay(s).

Comments:

AECOM provided key deliveries on time and helped SFO achieve success in the program in many ways:

- Asiana airline crash AECOM mobilized quickly to assist SFO in the recovery and repair of the runway and NAVAIDS reopening the runway in less than one week.
 Despite the incident, the RSA Program was completed ahead of schedule.
- AECOM's inventive contractor incentive package for the 1-19 closure was effective and was the primary reason Phase II construction was completed one month ahead of schedule and the RSA Program final close-out one year ahead of schedule.
- Demonstrated the use of Earned Value analysis for airfield construction projects.
- Designed a relocate-able security blast fence that is easily deployed allowing the contractor to work unimpeded in the construction zones.
- Developed construction plan/phasing that closed each end of 1L/19R and 1R/19L, allowing contractor full access of the work areas. This was the single most significant construction planning concept that allowed the contractor to complete the work and reopen the runways a month ahead of schedule.
- Designed a one-of-a-kind frangible jet blast fence that enabled the airport to maintain peak operational performance and avoid delays. Because the jet blast fence is near the end of the runway, it needed to be frangible. Without the frangible jet blast fence, the airport would be required by FAA guidelines to restrict taxiing aircraft queuing space near the ends of the runways increasing taxiing time to get in place for takeoff, increasing delays

D. Effectiveness in Forecasting and Controlling Estimated Costs

1. Did the Consultant provide accurate forecasting and cost estimates for the project during the various stages of development? Were cost estimates, at the various phases of the project, within planned budget or contingency?

Please describe the potential or known cause of the variance if they were not within the planned budget or contingency?

Comments:

AECOM provided monthly reports detailing the performance of the program metrics. Using EV, the Airport could track the performance of each project in the Program. By tracking planned value against earned value, the projected cash flow requirements were managed to meet cash demands timely thereby reducing interest charges. All of the projects in the Program were completed within the planned budget or contingency and the overall Program was completed on budget nearly two years ahead of the mandate.

E. Commitment to Customer Satisfaction and Business-like Concern for its Customers' Interest

 Were the client and stakeholders satisfied with the final product and service provided by the Consultant? Please include a brief narrative overview on general perception, responses to surveys, or any other feedback that was obtained to aid in the evaluation of the Consultant's performance on the project.

Comments:

As the owner, SFO is very satisfied with AECOM's performance for the RSA Program. As the owner's PM, I rated AECOM an overall satisfactory score of 10 (out of 10) for its exceptional effort demonstrated throughout the program.

See attached.

2. Did the Consultant maintain regular communication through all phases of engagement? Could they have improved their communication and how?

Comments:

AECOM core group co-located at SFO and worked side-by- side the SFO Program Manager and Airport staff. The core group included the AECOM project manager, projects controls, document control and construction management staff. This allowed constant and seamless communication among SFO (owner), AECOM (program manager) and the construction contractors.

3. Would you as an owner or client consider the Consultant a partner in the success of the project? Why or why not?

Comments:

The collaborative environment demonstrated by AECOM during the design process as well as the environment fostered during the construction resulted in the development of many innovative and creative ideas that improved the Program. Examples of the



creativity and ingenuity of AECOM during the design and the construction of the project are listed in the following.

- Innovative solutions to design and construction issues;
- Development of complex phasing;
- Civil/structural/electrical design, including FAA navigational aid (NAVAID) equipment and associated power and controls;
- Airfield and airspace modeling;
- Flight engineering, route and payload analysis;
- Coordinating FAA testing and commissioning of NAVAIDs;
- Incident recovery on Runway 28L

AECOM was instrumental in the successful delivery of the RSA Program ahead of schedule and within budget. The innovative ideas related to the construction phasing, solutions to design and construction issues, contact incentive program developed by AECOM were instrumental in the timely delivery of the Program

AECOM had the ability to step up readily to assist SFO during an unrelated runway incident without affecting the progress of the RSA Program.

F. General Comments. Provide any other relevant performance information. (Provide additional pages if necessary)

"Because of your efforts, we were able to complete the Runway Safety Area project, more than 20 months in advance of the Congressional mandate of December 31, 2015. The \$226M project was completed under budget at an anticipated cost of \$223M. The completion of the Phase II RSA projects signifies a major milestone accomplished by the Airport and your team is a big reason for our success. Your efforts are greatly appreciated."

John L. Martin – Director San Francisco International Airport.

G. Other Information Sources. Please provide the following information:

Are you aware of other relevant work by the Consultant in the last 3 years years? If yes, please provide the name and telephone number of a point of contact:

Construction Management Support Services for the Runway 10R-28L Overlay and Reconstruction and Taxiway F2 and S Project

Ken Rachko Principal Construction Engineer Planning, Design & Construction 650-821-5576

Project Management Support Services for Airfield Improvement Program

Daniel Lee Project Manager Planning, Design & Construction 650-821-7767



H. Reference Identification. Please provide the following information:

Organization: SFO

Name: Jim Chiu

Title: Program Manager

Date: 2/22/2021

Telephone Number: 650-821-7741

E-mail Address: jim.chiu@flysfo.com



PART III. RETURN INFORMATION

Please return this completed Questionnaire via e-mail to Denver International Airport Contract Administrator at LaQuisha.Shaw@flydenver.com

Thank you for your assistance.

Feb 27, 2021

Signature Chiu F

DEN FUTURE RUNWAY PROGRAM MANAGEMENT SERVICES – REQUEST FOR QUALIFICATIONS

POC: LaQuisha Shaw, Business Management Services Contract Administrator

E-MAIL: Contract.Procurement@flydenver.com

Please respond to the following questions regarding <u>AECOM's</u> record of performance of any work within the past ten (10) years, including any current work performed for you. The information that you provide will be used in considering the consultant's proposal to provide project management services to DEN related to the design and construction of a new runway. Therefore, it is important that the information provided is as factual and accurate as possible. Please provide examples and/or explanations (use additional pages if necessary).

PART I. (To be completed by the Proposer)

A. CONTRACT IDENTIFICATION

Company Name: AECOM Technical Services

Address: 3550 SW 2nd Avenue, Fort Lauderdale, FL. 33315

Contract Type: Program Management Services

Contract Award Date: January 6, 2009

Forecasted or Actual Contract Completion Date: March 2022

Nature of the Contractual Effort:

AECOM provided Program Management services for the New South Runway, Terminal 4 Replacement and Enabling projects at the Fort Lauderdale-Hollywood International Airport in Broward County, Florida. This included developing and implementing a program management plan, third-party coordination, and program implementation. AECOM manages the program scope, schedule, and budget for the \$1.4B program. They provide planning, design management and coordination, procurement support, oversight of the construction project manager, coordinate technical advisory committees, program estimates, program controls, program and contract administration, commissioning management, public outreach, and program closeout.

B. IDENTIFICATION OF PROPOSER'S REPRESENTATIVE

Name: John Craig

Title: Program Director

Date: February 26, 2021

Telephone Number: (954) 359 2461

Address: 3550 SW 2nd Avenue, Fort Lauderdale, FL. 33315

E-mail Address: John.Craig@aecom.com



PART II. EVALUATION (To be completed by Point of Contact – Reference)

A. Compliance of Products, Services, Documents, and Related Deliverables to Specification Requirements and Standards of Good Workmanship

1.) Did the Consultant provide required services, as identified in its Scope of Work, to meet the overall project goals and objectives? Describe any challenges or incidents that occurred, as a result of the Consultant's performance, that required improvements.

Comments:

AECOM consistently provided the required services and met or exceeded expectations at annual reviews. There were no major challenges or incidents resulting from Consultant's performance.

2.) Describe any major wins or accomplishments that the Consultant obtained regarding the project, which may include construction quality control or assurance achievements, budget savings, accelerated schedule delivery, or any other services that were acknowledged.

Comments:

AECOM led the effort to achieve a successful South Runway opening that was in jeopardy due to contractor performance issues. This opening was critical to both Broward County Aviation Department and the FAA.

3.) Describe any major scope changes that occurred on the referenced project. Include comments on how the changes impacted the project budget and schedule and how the Consultant handled the changes.

Comments:

AECOM managed major program elements added to the Terminal 4
Replacement that included a new Federal Inspection Station and Checked
Baggage Inspection System that added \$186.6 million to the program. AECOM
quickly redistributed their PM team and dedicated a PM to the new scopes.

B. Effectiveness of Project Management (to include use and management of subcontractors).



1. Describe how the Consultant maintained adequate experienced staff to effectively manage the project's needs and challenges, while maintaining a cost-effective approach to minimize cost.

Comments:

AECOM utilized separate PMs for the work scopes who transitioned off the job when project phases completed. As the program needs shifted to change management, AECOM effectively exchanged the former staff to provide the skill sets needed to respond to these client driven changes.

2. Did the Consultant or their subconsultants require key staff changes during the project? If so, what were the causes of these changes and were they replaced with equivalent experienced staff member(s)? Describe the Consultants approach for obtaining replacement staff and was the Client or Owner included in that process?

Comments:

AECOM maintained key staff through main projects of the program. A Senior Project Manager on the Terminal Replacement project retired and the staff member was replaced by an individual with a comparable skillset with no interruption to the remaining project management staff.

The Program Director left the project after the south runway program completion. The new Senior PM on the Terminal was promoted to the director level. The terminal project manager was promoted to senior PM and assistant PM promoted to PM. They maintained continuity and job history throughout staff changes.

- C. Timeliness of Performance for Services and Product Deliverables.
 - 1. Did the Consultant provide key deliverables on time? If not, please describe the reason for any delay and what methodologies were used by the Consultant to address the delay(s).

Comments:

The key deliverables were timely, including construction schedule forecasting/reporting. Faced with a potential delay on the construction schedule of the Federal Inspection Station, AECOM appropriately coordinated recurring on-site meetings with the owners, designers, Construction Project Managers and contractor to highlight the problems in the field and urged prioritization of most critical issues, resulting in reduced delays.



D. Effectiveness in Forecasting and Controlling Estimated Costs

1. Did the Consultant provide accurate forecasting and cost estimates for the project during the various stages of development? Were cost estimates, at the various phases of the project, within planned budget or contingency? Please describe the potential or known cause of the variance if they were not within the planned budget or contingency?

Comments:

The new south runway was delivered within budget and on schedule.

AECOM's developed the initial Terminal 4 replacement budget, and the estimate exceeded BCAD's budget. AECOM managed a scope reduction effort of approximately \$200M and managed the remainder of the program to budget. BCAD added two significant projects the FIS and CBIS that increased the program budget.

E. Commitment to Customer Satisfaction and Business-like Concern for its Customers' Interest

1. Were the client and stakeholders satisfied with the final product and service provided by the Consultant? Please include a brief narrative overview on general perception, responses to surveys, or any other feedback that was obtained to aid in the evaluation of the Consultant's performance on the project.

Comments:

All parties were satisfied with the final product and service provided by AECOM and its sub-consultants. They were responsive to the changing needs and provided support for increased scope. The team was receptive to change and went above and beyond to fulfill their contractual agreements and satisfied the client.

2. Did the Consultant maintain regular communication through all phases of engagement? Could they have improved their communication and how?

Comments:

Yes, regular communication was maintained through all phases of the engagement. Communications were enhanced when they were co-located with the client under the same roof with adjacent offices.



3. Would you as an owner or client consider the Consultant a partner in the success of the project? Why or why not?

Comments:

The Consultant certainly partnered with the client in many ways. They were receptive to undertaking added responsibilities and stretched their resources to accommodate these needs. They modified the staffing skillset to meet the needs as we transitioned from overall programming to single projects management and close-out.

F. General Comments. Provide any other relevant performance information. (Provide additional pages if necessary)

Very satisfied with the performance, skill set, adaptability and professionalism of the Consultant.

G. Other Information Sources. Please provide the following information: Are you aware of other relevant work by the Consultant in the last <u>3</u> years? If yes, please provide the name and telephone number of a point of contact:

Yes.

Terminal 1 Improvement/Gate Addition, Marc Gambrill, Aviation Chief Development Officer, (954) 359-2343, MGambrill@broward.org.

H. Reference Identification. Please provide the following information:

Organization: Broward County Board of County Commissioners

Name: Trevor M. A. Fisher, P.E., MBA, IAP

Title: Assistant General Manager – Capital Programs Broward County Transit

Formerly: Asst. Airport Development Officer, Broward County Aviation

Dept.

Date: February 26, 2021

Telephone Number: 954 357-8406

E-mail Address: TMAFisher@broward.org



PART III. RETURN INFORMATION

Please return this completed Questionnaire via e-mail to Denver International Airport Contract Administrator at LaQuisha.Shaw@flydenver.com

Thank you for your assistance.

Digitally signed by TREVOR FISHER Date: 2021.02.26 16:14:40 -05'00'

Signature Date

Addendum #1 to Consultant's Response Request to Add Subconsultant



AECOM 7595 Technology Way Denver, CO 80237 aecom.com

August 27, 2021

Michael Cloud, PE Director of Infrastructure AIM - Development Denver International Airport 8500 Pena Boulevard Denver, CO 80249

E: Michael.Cloud@flydenver.com

Re: DEN Future Runways PMT Request to add Subconsultant

Dear Mike,

At the request of DEN, AECOM intends to deliver Task 700 – Economic Impact Study as a part of the above referenced contract, where the scope has been sent to you separately. AECOM proposes to lead this effort and will meet a 25% DBE commitment under this task.

In doing so, we propose to add and utilize ArLand Land Use Economics (as ArLand, LLC) (DBE) to support the specialized effort for the Economic Impact Study. ArLand is based in Denver, and AECOM has previously worked with ArLand on similar studies at various locations. Attached are firm qualifications for your review. Please advise if this addition is acceptable. Thank you.

Yours sincerely,

AECOM

Jeffrey Warkoski, PE Program Manager M: 303-898-3093

E: jeffrey.warkoski@aecom.com

Cc: Nate Smith, AECOM

Alan Eckman, AECOM



Denver-based ArLand Land Use Economics is a land use economics and planning consulting firm that provides economic, market and financial feasibility studies, economic benefit, fiscal impact analysis, and implementation plans for land use plans, TOD, and transportation plans. Its findings and recommendations incorporate public policy considerations, opportunities for public-private partnerships, and an understanding of financial tools available for implementation. The firm has worked with a number of public agencies, private clients, and non-profit organizations.

ArLand's Denver International Airport (DEN) area experience includes working with CDOT and a number of DEN-area municipalities on the Colorado Aerotropolis Visioning Study to further the goal of developing an Aerotropolis around DEN. ArLand worked with the team in developing a potential revenue generation model and an analysis of potential benefits of regional cooperation on infrastructure compared to a scenario of growth based on trends developed by DRCOG without the catalyst of the Aerotropolis.

ArLand Land Use Economics is a DBE, SBE and MWBE firm certified in the City and County of Denver.

Services Provided

- Demographic and economic analysis for real estate development, land use, and transportation plans
- Economic and fiscal impact studies of land use development plans
- Market research studies analyzing the potential for real estate development
- Land use and socioeconomic impacts of transportation alternatives including transit and highway improvements
- Public financing
- Highest and best use studies for land development
- Pro-forma financial analysis for land, commercial, and residential developments

Representative Projects

Economic / Fiscal Impact Studies

- Colorado Aerotropolis Visioning Study: Denver, Commerce City, Aurora, Brighton, Adams County
- Northglenn M&O Facility Redevelopment and Relocation Analysis: Northglenn, CO
- Grand Avenue Bridge Economic Impact Analysis: Glenwood Springs, CO
- 16th Street Mall Alternatives Analysis: Denver, CO
- I-25 South Gap Economic Benefits Study: Denver, CO

Regional Economic Plans / Studies

- Interregional Connectivity Study (High Speed Rail): Front Range and I-70 Corridor, CO
- Roaring Fork Transit Authority Regional TOD Assessment: Roaring Fork Valley, CO
- State Highway 52 Planning and Environmental Linkage Study: Weld and Boulder Counties
- State Highway 7 Planning and Environmental Linkage Study: Northern Denver Metro region

Land Use Planning / Development Financing

- Colorado Air and Space Port Plan: Adams County, CO
- RiNo Park Business Case Analysis: Denver, CO
- National Western Center Public Market Feasibility Study and Business Plan: Denver, CO
- National Western Center Placemaking Market Opportunities: Denver, CO
- DEN Recycle Yard Business Case Analysis (ongoing): Denver, CO
- Aurora Highlands Market Study: Aurora, CO

Prepared for

Denver International Airport

August 23, 2021





DISADVANTAGED
BUSINESS ENTERPRISE
(DBE) UTILIZATION PLAN

PROGRAM MANAGEMENT SERVICES





AECOM 7595 Technology Way Denver, CO 80237 aecom.com

August 23, 2021

Cynthia Estes
Compliance Officer, Division of Small Business Opportunity
Denver Economic Development & Opportunity
Main Terminal | 6th Floor
8500 Peña Boulevard | Denver, CO 80249-6340
(303) 342-4358 | Cell (720) 597-2669
Cynthia.Estes@flydenver.com

SIGNATURE PAGE

Re: DBE Utilization Plan for DEN Runway Program Management Services

Dear Ms. Estes,

Enclosed is the AECOM DBE Utilization Plan to be applied to the DEN Runway Program Management Services contract with the Division of Aviation.

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of 49 CFR Part 26, DRMC Chapter 28 Article III, and any corresponding Rules and Regulations, AECOM Technical Services, Inc. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by AECOM Technical Services, Inc. and approved by DSBO, beginning in August of 2022 or at the request of DSBO.

Yours sincerely,

Travis Boone, PE, STS Executive Vice President AECOM Principal-in-Charge

travis.boone@aecom.com

Mića Anderson Assistant Director

Division of Small Business Opportunity



DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN

AECOM's plan leverages best practices and innovations from our vast experience in the aviation industry and our experience in the Denver market since 1992, building relationships and delivering work with the local community of firms. Our approach is not just about utilization of DBE firms to meet the contract requirements—we also strive to create new, linked opportunities for CCD-certified MWBE/SBE firms. We also understand that our role as the PMT goes beyond just managing our own contract



Suzanne Arkle, ZANN & Associates, Inc.

To demonstrate our commitment to diversity and inclusion, we have elevated the position of Compliance Officer, and I will lead this role. My current work, and 20 years of experience working with the DSBO and DEN on the Great Hall Program, will help facilitate, align, and drive program success.

compliance, but also supports programmatic implementation, oversight, and reporting for the entire program including the environmental, design, and future construction phases.

KEY PERSONNEL DUTIES FOR EXECUTION OF THE UTILIZATION PLAN

The following staff will be responsible for duties related to DBE/MWBE/SBE performance:

NAME	TITLE	EMAIL ADDRESS	PHONE	DUTIES
Meegan Davis	Program Controls Manager	mdavis@lsgallegos.com	720.219.5225	B2GNow user, Controller
Jeff Warkoski	Program Manager	jeffrey.warkoski@aecom.com	303.898.3093	Project managers
Suzanne Arkle	Compliance Officer	suzanne@zanninc.com	720.324.8580	Program alignment of communication, utilization, capacity building, and reporting

CREATIVE STRATEGIES TO INCORPORATE NEW PARTNERS

We understand the importance of creating an inclusive and small business-friendly process to incorporate newpartners. Our pro-active approach will include several creative strategies, including:

Strategic Outreach and Communications

- ✓ Create a coordinated outreach strategy to ensurecontinuous engagement between the PMT, Design and Environmental Consultants, and future Phase II construction.
- ✓ **Conduct office hours** for one-on-one sessions with team members and prospective partners.
- ✓ Conduct industry forums and virtual outreach events to inform interested parties of opportunities with the program. (example provided on page 2)
- ✓ Track and maintain a database of firms qualified and contacted for each opportunity.

✓ Collaborate with the American Council of Engineering Companies: Suzanne Arkle has been instrumental in boosting ZANN's DSBO-focused"Building Relationships with Prime Consultants"partnership/communication channel with ACEC.

Utilization Planning

- ✓ **Develop opportunity within scopes of work** and providing insight about options for breaking down scopes to align with the capabilities and availability of small businesses.
- ✓ Incorporate flow-down contractual requirements as the PMT, to incorporate new firms into lower tiers for the design, environmental, and future Phase II construction teams.
- ✓ Incorporate DBE outreach and engagement during procurement to ensure that firms don't get lost in the solicitation process.

One example of our creative and strategic outreach is the week-long outreach event using a virtual room, with online chat functionality. This tool, as shown below, allows us to network, learn about and inventory small business firm capabilities that we will draw from as an ongoing activity in the program.

AECOM'S VIRTUAL OPEN HOUSE







Over the course of a week-long virtual open house in February 2021, we conducted 50 live chats with interested DBE/MWBE/SBE firms. As a direct result of using this innovative tool, we added DBE firms to our teamincluding Civil Tech and J.A. Watts. We have also compiled an ongoing list of capability statements that may align with future opportunities. We received very positive testimonials from the firms that used this system, andwill continue to use this creative

SMALL BUSINESS INITIATIVES, TECHNICAL ASSISTANCE, AND SUPPORT SERVICES

We propose to use the following specific initiatives: **Mentor-Protégé Partnerships**

strategy over the life of the program.

AECOM is committed to our local partners and will implement a Runway Program Mentoring Initiative to be incorporated in concert with the design, environmental, and Phase II construction teams. While DEN does not have an established mentor-protégé program to date, we will design a program using DSBO's mentor-protégé program as a foundation. This will allow us to:

Use lessons learned from the DSBO mentorprotégé program to create clear and concise objectives for both mentors and protégés to achieve success. Incorporate a comprehensive monitoring and reporting process to track efforts to ensure that expected results will be achieved.

CapBuild™: Building Financial Capacity

We propose to use CapBuildTM as an in-depth direct lending and bonding program with a unique step-by-step process designed to educate, inform and prepare firms to build financial pathways for success. Firm participants attend a two-hour workshop and receive a confidential one-on-one capacity assessment to determine their level of financing and bonding need. Additional supportive services are incorporated, such as credit repair, to mitigate obstacles to financing/bonding.

PROGRAM MANAGEMENT

To date, CapBuild™ has made \$7.5 million in loans and facilitated \$20 million in new and expanded bonding. The program is currently being used for the Chicago Transit Authority and Washington State Department of Transportation and was used locally for RTD's Eagle P3 Project.

DBE SOLICITATION, SUBCONTRACTING, DOCUMENTATION, AND REPORTING

Solicitation Process

Our goal is to help DEN reach a high level of engagement with DBE/MWBE/SBE firms. We propose the following:

- ✓ Align and coordinate all our activities with DEN Procurement and DSBO and comply with 49 CFR Part 26.
- ✓ Use the latest database of certified firms to alert them of opportunities, and to invite them to outreach events, as detailed within this plan.
- ✓ Alert local organizations to inform their members of upcoming opportunities.
- Create and promote workshops and seminars to raise awareness of upcoming projects.
- ✓ Arrange for space where interested firms can review plans and specifications associated with future Phase II construction projects.



Lindsey Sousa participated in the Denver DSBO presentation in late January 2021, in partnership with ACEC Colorado. We will continue to seek out and participate in similar workshops and presentations as this contract progresses.

Subcontracting Process within the PMT Contract

AECOM will use our established, formal subcontracting process for the PMT contract. The key steps in this process are as follows:

- Create an invitation to bid, including the appropriate subcontract agreement. Maintain the request in a database and assign a procurement lead.
- ✓ Upon award, initiate a purchase order in the procurement database system.
- ✓ Following approval by the program manager, send the contract documents to the subcontractor/vendor for review and signature.

✓ Upon receipt of the signed subcontract agreement, countersign and email the fully executed agreement to the subcontractor/vendor and program manager.



AECOM'S PROVEN PROCESS TRACKS SUBCONTRACTS FROM RECRUITMENT TO DOCUMENT RETENTION

Documentation and Reporting Oversight for Design, Environmental, and Future Phase II Construction

Suzanne Arkle, as Compliance Officer, will organize, monitor, and support reporting for compliance with 49 CFR Part 26, and the requirements that are fundamental to the expectations of the CCD, DEN, and DSBO with regard to DBE compliance. This includes:

- ✓ Implement monitoring, tracking and reporting template to provide "real-time program status".
- ✓ Ensure that B2G reporting is up to date and correctly reflects payments on all tiers.
- ✓ Provide support to help prevent and/or mitigate issue escalation.
- Serve as the point of contact with DEN Procurement and DSBO for monthly reporting.
- Maintain documentation and records of the process.

Debriefing Process for Unsuccessful Bidders

AECOM will notify unsuccessful bidders by email and/or by phone and will also distribute a formal written letter of notification if required. We have always made it a priority to provide prompt and thorough communication, and to provide transparent and clear feedback about why selections were made, how unsuccessful bidders could improve, and other opportunities that could align with their qualifications.

PROGRAM MANAGEMENT

AECOM uses a proprietary, web-based system called SUBPORT that supports documentation of the debriefing process and tracks subcontractor performance. Upon request, AECOM can offer a debriefing report to DEN for firms used on the contract.

Communication Process and Involvement Efforts of DBD Subcontractors to Ensure Alignment of Scheduling, Safety, Owner Direction, and Performance Expectations

Our process starts with a Project Management Plan (PMP) that clearly outlines the expectations and requirements of all team members. Suppliers are then required to input the appropriate insurance certificates, quality plans, and health and safety plans directly AECOM's SUBPORT system. This combination of process and systems streamlines the procurement process and allows us to add suppliers to a contract quickly as needed, and to communicate performance expectations. We will also utilize and sync our records to the B2GNow information for the contract to maintain transparency and consistency of information.

Where disputes arise over performance issues or prompt payments, AECOM will first seek to resolve

the matter by involving Suzanne Arkle as the Compliance Officer to resolve the issue quickly. If escalation is necessary, we will follow 49 CFR Part 26, and the spirit of Chapter 28 of the Denver Municipal Code. We will develop a clear and consistent escalation protocol as part of the PMP. We have also had success in convening a small but comprehensive conflict resolution committee on past projects. This approach



AECOM WON THE DISPUTE
RESOLUTION BOARD
FOUNDATION'S 2016
EXCELLENCE IN DISPUTE
AVOIDANCE AND
RESOLUTION AWARD FOR
OUR WORK AT
HOLLYWOOD/FT.
LAUDERDALE
INTERNATIONAL AIRPORT

has proven to be a successful mediation to resolve almost any dispute.

Example Projects where AECOM has been Successful in Promoting the Participation of Disadvantaged Businesses

The following summarizes AECOM's proven track record of meeting or exceeding DBE/MWBE/SBE goals:

AIRPORT	GOAL	ACTUAL	FIRMS	SPECIAL SUPPORT
LAX	20%	42%	AB Associates*; Vanir Construction*; Allied Protection Services, Inc.; Christine Harris; D'Leon Consulting Engineers Corp; Fortem Group; Integrated Engineering MGT; Jesus Noel Baclit; KKCS, Inc.; PSM Squared, Inc.; SG Engineering Solutions, Inc.; Ted Tanaka Architects; and The Kennard Development Group	JV equity participation, online and in-person subcontracting forums, mentor-protégé programs, registration assistance
DEN	30%	48%	Sunland Group; LS Gallegos & Associates, Civil Technology, Inc.; RockSol; Shrewsberry & Associates	Registration assistance, staff recruiting, subcontractor job fairs
ATL	37%	43%	Thacker Operating Companies*; Luster CM*; CCSG, LLC*; MHR International; D. Clark Harris; MCO Construction; Perez & Perez; and Comprehensive Aviation Management	JV equity participation, subcontractor job fairs, mentor-protégé programs
ORD	30%	51%	CivCon, Inc.; McKissick & McKissick, Regina Webster; SynchSolutions	Mentor-protégé program, online and in-person subcontractor job fairs, registration assistance
DFW	40%	42%	Bradlink, LLC; Foster CM Group, Inc; Geometrics Engineering PS, Inc; Paragon Project Resources, Inc.; PSA Constructors, Inc.; VRX, Inc.	Mentor-protégé programs, registration assistance

^{*} Denotes Member of the Management Joint Venture

AECOM is proud to have been designated as a Best Place to Work for LGBTQ Equality in the U.S. for the fourth consecutive year by the Human Rights Campaign Foundation. "We're honored that the HRC Foundation has recognized our ongoing commitment to fostering an equitable, diverse and inclusive culture where every voice is heard and respected," said Troy Rudd, AECOM chief executive officer. "I strongly believe that it is all of our employees' differences that make AECOM better and more innovative, which creates a stronger culture and improved outcomes for our clients."

VII. ATTACHMENT 2, DBE 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 DBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the DBE 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-DBE PRIME:			
$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	BE Participation goal on this project. The	Bidder/Proposer	
is committed to meeting 25_% DBE Participation on the	e contract.		
COMPLETE IF YOU ARE A DBE PRIME:			
☐ The City and County of Denver has specified a% DBE Participation goal on this project. The Bidder/Proposer			
is a certified DBE with the City and County of Denver and is	committed to meeting% DBE Par	ticipation on the	
contract.			
COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:			
☐ The City and County of Denver has specified a_% DBE	Participation goal on this project. The	Ridder/Proposer is	
unable to meet this project goal but is committed to a		•	
must make adequate good faith efforts to meet this goal in	•	•	
submit a detailed statement and documentation of their g	ood faith efforts. Award of the contract	will be conditioned	
on meeting the requirements of this section, in accordance	with C.F.R. 49 part 26.		
The undersigned Bidder/Proposer hereby agrees and	understands that they must comply	with their DBE	
commitments in this project in conformity with the	e Requirements, Terms, and Condition	ons of this DBE	
Procurement/Contract Language.			
Bidder/Proposer (Name of Firm): AECOM Technical Service	os Inc		
bladely roposer (Name of rim). Accord reclinical service	55, 1116.		
Firm's Representative: Travis Boone, PE			
Title: Executive Vice President			
Signature (Firm's Representative):	Date: 2/22/2021		
Address: 7595 Technology Way, Suite 200			
City: Denver	State: CO	Zip: 80237	
City. Deliver	State. CO	210. 80237	
Phone: 303.694.2770	Email: travis.boone@aecom.com		

DSBO Version 2 Last Revised: August 5, 2020

Name of Firm: AECOM Technical Services, Inc.
Firm's Representative: Travis Boone, PE



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

City & County of Denver Contract No.: 202057158	

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. Any certified firm listed must be certified by the City and County of Denver. 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

Signature:	Date: 2/22/2021		
Address:7595 Technology Way, Suite 200			
City: Denver	State: CO	Zip: 80237	
Phone: 303.694.2770	Email: travis.boone@aecom.com		
Total Proposed Contract Value \$: TBD	Self-Performing Contract Value \$: TBD		
Subcontractors, Subconsultar	its, and/or Suppliers		
Name of Firm: Aegis Project Controls - Owners Representative Serv	ices ☐ MWBE (√) ☐ SBE (√) ☐	DBE (√) □ EBE (√)	
Firm's Representative: Tina Millan			
Phone: 786.230.8003	Email: tmillan@consultaegis.com		
Type of Service: Scheduling			
Name of Firm: Communication Infrastructure Group (CIG)		DBE (\forall) \square EBE (\forall)	
Firm's Representative: Brenda Tierney			
Phone: 303.884.2069	Email: brendat@cig-pr.com		
Type of Service: Public Relations Services (NAICS 541820); Marketing Res	earch and Public Opinion Polling (NAICS 5	541910)	
Name of Firm: Civil Technology Group, Inc.		DBE (\lor) \square EBE (\lor)	
Firm's Representative: Sheila King			
Phone: 303.292.0348 x222 Email: sheila.king@civiltechnology.com			
Type of Service: Construction Management, Highway, Road, Street and B	ridge (NAICS 237310); Civil Engineering Se	ervices (NAICS 541330;	

All Other Professional, Scientific, and Technical Services (NAICS 541990)

 \square MWBE (\forall) \square SBE (\forall) \square DBE (\forall) \square EBE (\forall)



& OPPORTUNITY				
Name of Firm: C&S Engineers, Inc.	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)			
Firm's Representative: Carly Shannon				
Phone: 315.420.7961	Email:cshannon@cscos.com			
Type of Service: Sustainability	'			
Name of Firm: Geocal, Inc.	□ MWBE (V) □ SBE (V) ☒ DBE (V) □ EBE (V)			
Firm's Representative: Gregory Perzinski				
Phone:303.337.0338	Email: gregp@geocal.us			
Type of Service: Civil Engineering Services, Construction Engineer	ing Services, Environmental Engineering Services (NAICS 541330); Geotech			
Testing Laboratories or Services, Laboratory Testing (except medical, vet	erinary) Services, Soil Testing Laboratories or Services (NAICS 541380)			
Name of Firm: J.A. Watts, Inc.	$oxed{oxed}$ MWBE ($oldsymbol{v}$) $oxed{oxed}$ SBE ($oldsymbol{v}$) $oxed{oxed}$ DBE ($oldsymbol{v}$) $oxed{oxed}$ EBE ($oldsymbol{v}$)			
Firm's Representative: Lorie Moghaddam				
Phone: 720.377.6035	Email: LMoghaddam@jwincorporated.com			
Type of Service: Construction Management, Highway, Road, Stree	t and Bridge (NAICS 237310); Engineering Services (NAICS 541330);			
Administrative Management and General Manag	ement Consulting Services (NAICS 541611)			
Name of Firm: Lean Technology Corporation	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)			
Firm's Representative: Doron Lean				
Phone: 310.310.5912	Email:dlean@leancorp.com			
Type of Service: Airfield Electrical/Flight Procedures				
Name of Firm: LS Gallegos & Associates, Inc.	$oxed{f X}$ MWBE ($f V$) $oxed{f X}$ SBE ($f V$) $oxed{f X}$ DBE ($f V$) $oxed{f \Box}$ EBE ($f V$)			
Firm's Representative: Melanie Urso				
Phone: 303.790.8474	Email: murso@lsgallegos.com			
Type of Service: Civil Engineering Services, Construction Engineer	ring Services (NAICS 541330); Administrative and General Management			
Consulting Services (NAICS 541611)				
Name of Firm: RIB U.S. COST	\square MWBE (\lor) \square SBE (\lor) \square DBE (\lor) \square EBE (\lor)			
Firm's Representative: Patrick Pedigo				
Phone: 786.953.7817	Email: Patrick.pedigo@rib-uscost.com			
Type of Service: Cost Estimating				
Name of Firm: Sunland Group, Inc.	$oxed{oxed}$ MWBE ($oldsymbol{v}$) $oxed{oxed}$ SBE ($oldsymbol{v}$) $oxed{oxed}$ DBE ($oldsymbol{v}$) $oxed{oxed}$ EBE ($oldsymbol{v}$)			
Firm's Representative: Brandy Waters				
Phone: 512.494.0208	Email: Bwaters@sunlandgrp.com			
Type of Service: Civil Engineering Services, Construction Engineeri	ng Services (NAICS 541330); Building Inspection Services (NAICS 541350);			
Administrative Management and General Manag	ement Consulting Services (NAICS 541611)			
Name of Firm: ZANN, Inc.	☑ MWBE (v) ☑ SBE (v) ☑ DBE (v) ☑ EBE (v)			
Firm's Representative: Suzanne Arkle				
Phone: 312.543.6317 Type of Service: Administrative Management and General Management	Email:suzanne@zanninc.com			

Services (NAICS 541613); Public Relations Services (NAICS 541820); Marketing Research and Public Opinion Polling (NAICS 541910); All other Business Support Services (NAICS 561499)

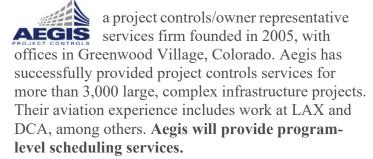
DocuSign Envelope ID: 42350BB2-27E7-4FA2-B1F7-C9DFD94E7312

KEY PERSONNEL



TEAM QUALIFICATIONS

Aegis Project Controls, Inc. (Aegis) is





Communication Infrastructure Group

C|1|G (CIG) is a Denver-based full-service public involvement, public relations,

marketing, and graphic design firm, and a certified DBE/MWBE/SBE. Since 2010, CIG has facilitated communication and outreach for DEN by working collaboratively with the multitude of departments and stakeholder groups involved in airport projects and initiatives. During their time at DEN, they have fostered relationships among airport employees, stakeholders, concessionaires, elected officials and operations managers. CIG will coordinate and facilitate all outreach programs.

Civil Technology, Inc. (Civil Tech) CIVIL TECHNOLOGY INC.

Is a Denver-based DBE/MWBE/SBE firm that provides program, project and construction management services on a variety of horizontal (civil) and vertical(building) projects. Civil Tech has been involved in numerous projects at DEN, including the Concourse Expansion Program, airport concessions, landside, airside, baggage system, toll plaza relocation, parkinggarages, Great Hall, and others. Civil Tech will augment staff by providing project inspectors.



C&S Engineers, Inc. (C&S) is a multidiscipline consulting firm with a 50-year history of providing well-

rounded, comprehensive, and resilient solutions for clients. C&S has developed into an industry leader in sustainability and resilience in airport projects, including achievement of Envision Silver and higher at DTW, SAN, IND, PVD, LAX, and SMF. Through these successes, C&S will lead the Sustainability/ Envision/LEED efforts.



Geocal, Inc. (Geocal) is a Denver-based DBE professional services engineering firm established in 1989. Geocal provides

expertise in construction management, inspection, material testing services, and geotechnical engineering for transportation and infrastructure projects. Geocal has provided geotechnical engineering and materials testing for DEN and other airports throughout Colorado. Services have included geotechnical investigations and design recommendations for taxiways, runways, and other airport facilities. They have also been involved in providing materials testing of concrete, asphalt, aggregate, and soils. Geocal is tasked to provide quality assurance materials testing.

J.A. Watts, Inc. (JWI) is a woman-owned DBE/SBE/MWBE program management and construction management firm with

offices in Denver. With nearly 22 years of experience serving airlines and airports, JWI has evolved into a key member of the DEN Concourse Expansion Program (CEP) by building strong relationships between stakeholders. JWI will provide Stakeholder **Engagement to assist DEN on the Future Runway PMT.** In addition to the firm's work on the DEN CEP, JWI has fulfilled similar roles on the \$8.5 billion "O'Hare 21" redevelopment program at ORD, and on the \$916 million TCore Program at PDX.

ELEAN Lean Technology Corporation (Lean) brings experience with

program and construction management services for electrical engineering and aeronautical projects at airports such as SFO, LAX, SLC, and DEN. Lean specializes in airspace engineering, airfield lighting, NAVAIDs, flight procedures, and flight operations engineering, and their expertise in this field has gained the company international recognition. Since its inception in 2003, Lean has performed more than 200 electrical and airspace projects at 100 hub and regional airports, including several with AECOM. Lean will provide management support for airfield lighting, NAVAIDs, airfield vault, miscellaneous electrical, and runway commissioning.

LS GALLEGOS

LS Gallegos & Associates Inc. (LSG) is a Colorado-based,

Hispanic-Owned, DBE/MWBE/SBE transportation consultant established in 1988, providing project management advisory and support services. LSG has extensive experience providing document control

support for both the private and public sectors, using a variety of different systems. LSG personnel are proficient in the use of most current systems used on major capital infrastructure projects, including ACONEX, Documentum, Oracle, ProjectWise and Microsoft SharePoint. LSG has extensive experience with AECOM and at DEN, having been involved in 10 significant programs since 1991. LSG will lead the Program Controls effort and provide other support office engineering staff.

RIB U.S. Cost (RIBUSC) has been providing

RIB U.S. COST construction estimates, program costs, and project budget management for over 30 years. The firm has provide

management for over 30 years. The firm has provided estimating services in support of airfield programs with AECOM at DFW, BUR, and FLL, among others. RIBUSC has been engaged on more than 30 airport and runway programs nationally, providing cost estimating services from programmatic information, and with various alternative construction delivery methods. RIBUSC will provide management support relating to cost estimates and budgeting.

Sunland

Sunland Group, Inc. (Sunland) is a multidisciplinary, woman-owned, DBE/SBE/MWBE firm offering

innovative solutions nationwide from its offices in Denver and Austin, Texas. In the firm's 35-plusyear history, Sunland has completed more than 400 major projects with a total construction value of more than \$15 billion. Sunland has provided project and construction management services for various projects at DEN since 2004. As an extension of staff, Sunland has provided project management, construction inspection, on-site quality control inspectors, project controls staff, and contract administrators. Sunland will provide project managers, as needed, during Phase I of the program, and project inspection staff during Phase II.

PANN Northfirst ground's Deaster or man Da.

ZANN, Inc. (ZANN) is a Denver-based ACDBE/EBE/MWBE/SBE management

consulting firm that advises clients on small business growth, workforce development and participation on major capital development and infrastructure projects. Through these services, ZANN has directed the utilization of over \$3.9 billion for small businesses on projects valued at \$14 billion. Clients include public-sector owners, prime consultants, and contractors. ZANN is currently serving as the MWBE Manager for two projects at DEN, including the CEP and the

Great Hall Design Reallocation Project. **ZANN will** be manage all **DBE** participation, small business growth, and workforce development.

ABILITY TO PERFORM AND COORDINATE THE WORK

The AECOM team's flat organizational structure will facilitate a uniform and consistent application of DEN's processes and protocols—including design principles, design standards, bidding and procurement, and construction contract requirements. We will work with DEN to develop and augment these requirements with additional relevant standards and protocols applicable to this specific runway program.

Our key personnel identified will be responsible for performance of Phase I work. They have worked with each other and at DEN, and these established working relationships form a strong foundation upon which they will execute the work. Each has a clearly defined role that includes multiple PMT responsibilities, which clarifies and strengthens lines of communication with DEN and key stakeholders.

We are also well organized to effectively coordinate the work. Many of our team have extensive previous experience working with DEN and the City, and these established working relationships will facilitate better communication to advance the work.

There is no duplication of effort or overlap of costly management levels; our lean, efficient key leadership team is composed of highly experienced individuals who know how to work together to deliver DEN's new runway program. AECOM's organizational structure offers the DEN the following benefits:



Strong, Collaborative Leadership Strong, Collaborative Leadership. Jeff Warkoski brings the program over 25 years of experience at numerous large hub airports, including DEN, LAX, DTW, MIA, and PHL, among others. His experience as both a Program Manager and a Design Project Manager broadens

his perspective and effectiveness. His broad experience also includes participation on runway Environmental Assessments at the PDX and DTW airports. He has worked with many of the key personnel on our team and his hands-on experience with FAA criteria, policy, and procedures will be invaluable to the team. Jeff embraces collaboration and transparency and takes

PROGRAM MANAGEMENT

appropriate action to progress decision making while mitigating risk exposure to the client.



Integrated and Inclusive Team

Integrated and Inclusive Team. The DEN Future Runway Program will be most successful with a team that is highly integrated, with equity, diversity and inclusion central to team building and problem solving. Our emphasis on collaboration and transparency with all

entities involved will directly result in more effective project management by providing multiple lines of open communication, information exchange, and responsive decision making.



Clear Lines of Responsibility and Communication Clear Lines of Responsibility and Communication. To manage the services most efficiently, we have established clear areas of responsibility within our organization, without duplicating effort. Each team member clearly understands their role, which keeps project delivery lean and efficient. Further, our

organizational structure aligns with DEN's, allowing communication to happen peer-to-peer and through an appropriate management hierarchy. Understanding responsibilities and clear lines of communication provides the backbone for a high-performing team. This philosophy will be implemented further as the PMT integrates with DEN.



Deep Bench of Additional Resources

Deep Bench of Additional Resources.

Program requirements often change quickly, and we are a team that has the resources to meet changing requirements. A key benefit that our team brings to DEN is a highly experienced and knowledgeable

is a highly experienced and knowledgeal key leadership team along with the

backing of well-qualified local team members and a nationwide network of additional resources when needed. This depth of local talent and national reach facilitates our ability to mobilize and demobilize quickly and efficiently.



Subject Matter Experts (SMEs) Subject Matter Experts (SMEs). Our global reach and involvement in aviation work around the world puts us on the cutting edge of airport project solutions. We can call upon SMEs in virtually any aspect of aviation, from ARFF buildings/air traffic control towers and their special

systems, to BIM, to roadway geometrics and standards, to high-speed scanning for pavement maintenance and management. We will deliver expertise quickly and provide key assistance in addressing your needs.



A crane that was erecting a downtown tower was penetrating SAN's runway approach surfaces. When the Authority's General Counsel had questions onthe crane's operational options, AECOM found an SME within two hours

on a Friday evening to answerthe questions and provide available options.

PMT OFFICE LOCATION

At the onset of the program, the key PMT staff will

be co-located together near DEN, or, as a cost-saving option, co-locate at the AECOM Denver office in the Denver Tech Center. We will work with DEN to determine the appropriate time to transition PMT staff near or at DEN. As a local team, we offer the flexibility to meet your needs.

PMT FIRMS, COMPANY ADDRESSES, SCOPE AND ASSOCIATES

AECOM has assembled a team of primarily local firms that provide expertise, diversity, and depth to generate continuity and momentum. The table on page 5 provides a snapshot of each firm's primary work location, number of offices, anticipated scope, and

number of employees who will be available for this assignment.

"There is always a need for key talent and expertise to address project issues and answer key questions.

AECOM was instrumental in mobilizing this talent on a short notice to address our needs without burdening the project costs with their long-term placement on the project. The breadth and depth of talent was impressive. I greatly appreciate the leadership talent that AECOM brought to the project."

Hardy Acree, Former Sacramento

County Airport Director

PROGRAM MANAGEMENT

FIRM AND LOCATION (% OF WORK)	SCOPE PHASE I	SCOPEPHASEII	TOTAL EMPLOYEES	LOCATED AT ADDRESS IDENTIFIED	
(TOTAL OFFICES)				PROFESSIONAL	SUPPORT
AECOM (62%) 7595 Technology Way, Suite 200 Denver, CO 80237 (94 offices)	Prime Program Manager/ Element Mgrs.	Program Manager/ Element Managers/ CM, Inspection	56,661	600	50
Aegis Project Controls (4%) 6400 S. Fiddlers Green Cir., #250 Greenwood Village, CO 80111 (3 offices)	Scheduling	Scheduling	127	2	1
Communication Infrastructure Group (CIG) (SBE, DBE, MWBE) (2%) 1660 Lincoln Street #1800 Denver, CO 80264 (1 office)	Public Outreach	Public Outreach	35	24	1
Civil Technology, Inc. (DBE, SBE, MWBE) (2%) 2413 Washington Street Denver, CO 80205 (1 office)	N/A	Inspection	17	2	2
C&S Engineers, Inc. (1%) 10000 Washington Blvd. 6th Floor, Office 06-143 Culver City, CA 90232 (20 offices)	Sustainability	Sustainability	516	1	1
Geocal, Inc. (DBE) (6%) 7290 South Fraser Street Centennial, CO 80112 (1 office)	Materials Testing Development	Materials Testing	46	33	2
J. A. Watts, Inc. (SBE, DBE, MWBE) (3%) 18300 East 71st Ave., Suite 140 Denver, CO 80249 (5 offices)	Stakeholder Coordination	Stakeholder Coordination	105	90	15
Lean Technology Corporation (4%) 18850 Von Karman Avenue, Suite 200 Irvine, CA 92612 (4 offices)	Airfield Electrical/Flight Procedures	Airfield Electrical/ Flight Procedures/ Commissioning	16	11	5
LS Gallegos & Associates, Inc. (MWBE, SBE, DBE) (4%) 116 Inverness Drive East #207 Englewood, CO 80112 (4 offices)	Project Controls/ Engineering Support	Project Controls/ Engineering Support	39	8	3
RIB U.S. Cost (4%) 1200 Abernathy Rd. NE #650 Atlanta, GA 30328 (13 offices)	Cost Estimating	Cost Estimating	51	16	3
Sunland Group, Inc. (MWBE, SBE, DBE) (6%) 110 16th Street, Suite 502C Denver, CO 80202 (5 offices)	Project Managers	Project Managers/ Inspection	42	5	3
ZANN, Inc. (MWBE, ACDBE, EBE, SBE) (2%) 7752 E. 4th Avenue, Suite 1C Denver, CO 80230 (1 office)	Compliance	Compliance	4	3	1

STAFFING BY PHASE OF WORK

As we are primarily local, PMT staff will quickly move onto and off the project, as needed to promote efficiency. We will accomplish most tasks with the key team staff and reach back to SMEs and additional support staff only as needed. At the onset of each phase, we will negotiate specific tasks to be handled by the PMT, and the time to accomplish each. Our comprehensive staffing plan will identify the needs by task and will be monitored on a weekly basis to adjust the staff involvement continually throughout the life of the program.

The entire AECOM team is committed to making this program its number one priority and completing tasks on time. Detailed resumes for key personnel and non-key personnel are provided in the resume section.

WE DELIVER
PEOPLE WHO
DELIVER PROJECTS

About AECOM

AECOM is the world's premier infrastructure consulting firm, delivering professional services throughout the project lifecycle - from planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical expertise and innovation, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm and its Professional Services business had revenue of \$13.2 billion in fiscal year 2020. See how we deliver what others can only imagine at aecom.com and @AECOM.

AECOM

7595 Technology Way, Suite 200 Denver, CO 80237 303.694.2770

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