

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on 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 (“City”), and LS Gallegos & Associates, Inc., a corporation authorized to do business in Colorado (“LS Gallegos” or “Consultant”) (collectively “Parties”).

WITNESSETH:

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

WHEREAS, City desires to obtain on call professional, technical, and support personnel to perform project management services; and

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

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

ARTICLE I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), 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 Senior Vice President, Special Projects (the “SVP”). The SVP will designate a Project Manager to coordinate Services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

ARTICLE II DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. Scope of Services. Consultant will 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 City.

B. Deliverables. As specified by Task Order.

C. Standard of Performance. 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. Consultant hereby represents to City it will

perform its services skillfully, carefully, diligently, and in a first-class manner. Consultant agrees and understands City, in its sole discretion, shall determine whether services are provided in a first-class manner. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

D. Personnel Assignments.

1. If, during the term of this Agreement, the Project Manager determines that the performance of approved personnel is not acceptable, 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. If the Project Manager notifies Consultant that certain of its key personnel will not be retained on this project, Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure to obtain the requisite approval shall be grounds for termination.

E. Subcontractors.

1. Although Consultant may retain, hire, and contract with outside subcontractors for work under this Agreement, excluding agreements and/or team relationships existing on the Effective Date, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Project Manager. Requests for such approval must be made in writing and 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 City. 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 City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

2. Because Consultant's represented qualifications are consideration to City in entering into this Agreement, the Project Manager shall have the right to reject any proposed outside subcontractor for this work deemed by the Project Manager, in the Project Manager's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Project Manager shall have the right to limit the number of outside subcontractors or to limit the percentage of work to be performed by them, all in the CEO's sole and absolute discretion.

3. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to 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 City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

F. Ownership and Deliverables. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by the Consultant or any custom development work performed by the Consultant on or before the day of payment shall become the sole property of the City. Consultant, upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide 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 Consultant and the City. Consultant also agrees to allow the City to review any of the procedures the 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 three years after termination of this agreement. Upon written request from the City, the Consultant shall deliver any information requested pursuant to this Article II, Section F within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist.

ARTICLE III TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on date of execution (“Effective Date”), and shall terminate four years from the Effective Date, unless sooner terminated as provided in this Agreement. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the SVP’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

B. Termination.

1. City has the right to terminate this Agreement without cause on thirty (30) days prior written notice to Consultant, and with cause on ten (10) days prior written notice to Consultant. In the event of termination by City for cause, Consultant shall be allowed five (5) days to commence remedying its defective performance, and in the event Consultant diligently cures its defective performance to City’s satisfaction, within a reasonable time as determined solely by City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

2. If Consultant is discharged before all the services contemplated hereunder have been completed, or if Consultant's services are for any reason terminated, stopped or discontinued because of the inability of Consultant to provide services in accordance with the terms of this Agreement, Consultant shall be paid only for those services deemed by the CEO satisfactorily performed prior to the time of termination.

3. Upon termination of this Agreement by City, Consultant shall have no claim of any kind whatsoever against City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of City, Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages because of any such termination for convenience, and in no event, shall the total sums paid exceed the Maximum Contract Liability.

ARTICLE IV COMPENSATION AND PAYMENT

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall the City be liable 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 Thirteen Million Dollars (\$13,000,000.00) (the "Maximum Contract Liability"). Consultant will be performing the services on a time and material basis up to the Maximum Contract Liability. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit E** and vary according to the experience and skill required.

B. The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Consultant acknowledges and understands 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 City.

C. Payment under this Agreement shall be paid from City and County of Denver Airport System Fund and from no other fund or source. City has no obligation to make payments from any other source. City is not under any obligation to make future encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

D. Payment Schedule. Subject to the Maximum Contract Liability set forth in section 3.A. of this Agreement, Consultant's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver Revised Municipal Code ("D.R.M.C.") § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Consultant understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Consultant receives prior written approval of the Project Manager, and be related to and in furtherance of the purposes of the Consultant's engagement.

E. Invoices. Payments shall be based upon monthly progress invoices and receipts submitted by Consultant, audited and approved by City in accordance with this **Section Exhibit B**, as follows:

(1) An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.

(2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by City, at City's request.

(3) The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.

(4) Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(5) The signature of an officer of Consultant, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.

City reserves the right to reject and not pay any invoice or part thereof where the CEO determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

E. Carry Over and Carry Back. If Consultant's total fees for any of the services described above are less than the amount budgeted for, the amount by which the budget exceeds the fee may be used, with the written approval of the CEO or their designee, to pay fees for additional and related services rendered by Consultant in any other services if in the CEO or her designee's judgment, such fees are reasonable and appropriate.

F. Fee: The City hereby agrees to pay the Consultant, the initial Core Staff Labor Rates contained in **Exhibit E** ("Core Staff Labor Rates") and, if applicable the agreed upon multiplier factor ("Multiplier Factor"). Both the Core Staff Labor Rates and the Multiplier Factor, may be modified throughout the term of the Agreement. Modification shall be in the City's sole discretion, and will be memorialized in writing. No formal Amendment is required to modify the Core Staff Labor Rates and Multiplier Factor. The Consultant asserts that Core Staff Labor Rates are business confidential information; therefore, the original form of **Exhibit E** is held at DEN. In no event shall the City be liable for any amount in excess of the sum of the Maximum Contract Liability.

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

1. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in City's form of insurance certificate which is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Consultant shall submit to City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

2. City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by City's Risk Management Administrator.

3. Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

4. Unless specifically excepted in writing by City's Risk Management Administrator, Consultant shall include all subcontracts performing services hereunder as

insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subcontractor complies with all of the coverage requirements.

5. City in no way warrants and/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, or employees. Consultant shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Consultant is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

6. The Parties hereto understand and agree that City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or 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 City and County of Denver, its officers, officials and employees.

B. Defense and Indemnification.

1. Consultant 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 ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

2. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

3. 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. 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. In addition to the duty to

indemnify and hold harmless, Consultant will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Consultant, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Consultant.

4. 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.

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

C. DISPUTE RESOLUTION. Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The parties agree that 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 VI GENERAL TERMS AND CONDITIONS

A. Status of Consultant. It is agreed and understood by and between the parties hereto that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of City and County of Denver, and it is not intended, nor shall it be construed, Consultant or its personnel are employees or officers of 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 Project Manager. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Project Manager, automatically terminate this Agreement and all rights of Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Project Manager.

C. Compliance with all Laws and Regulations. All of the work performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver.

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. Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and 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 the construction drawings or specifications.

2. Consultant further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section I, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way 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. Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance 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 City to:

Melanie Urso
VP of Operations
LS Gallegos & Associates,
Inc. 9137 E. Mineral Cir.,
#220, Centennial, CO 80112

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

F. Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenant or default which may then exist on the part of Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Consultant, and nothing contained in this

Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Consultant that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

H. Governing Law; Bond Ordinances; Venue.

1. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

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

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

ARTICLE VII STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness.

1. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

2. The Consultant is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

B. Small Business Enterprises. Consultant is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is 56%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded 56%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

C. City's Non-Discrimination Policy. In connection with the performance of Services under this Agreement, Consultant agrees not to 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 the foregoing provision in all subcontracts hereunder

D. Prevailing Wage. Consultant shall comply with City's Prevailing Wage Ordinance, D.R.M.C. § 20-76 et seq., as such Ordinance may apply to Consultant's activities under this Agreement. The Consultant is prohibited from hiring any subcontractor that is currently debarred by City in accordance with D.R.M.C § 20-77.

E. 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 Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

F. Colorado Open Records Act. Consultant acknowledges that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 et seq., and Consultant agrees that it will fully cooperate with City in the event of a request or legal process arising under such act for the disclosure of any materials or information which Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by Consultant to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Consultant agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City.

In the event of a request to City for disclosure of such information, time, and circumstances permitting, 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, 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 prior to City's application, City will 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 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 City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

G. Examination of Records.

1. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, 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.

2. Consultant agrees until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of City, including the CEO, City's Auditor or their representatives, shall have the right to examine any pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement, 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.

H. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of 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 City's barring Consultant from City facilities or participating in City operations.

I. 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.

J. Conflict of Interest. Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of City. 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.

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 City.

K. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

2. The 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. The 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 the 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 City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three 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 subcontractor provides information to establish that 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 City Auditor under authority of D.R.M.C. §20-90.3.

L. Funding Source. Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source.

ARTICLE VIII STANDARD FEDERAL PROVISIONS

A. 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 federal regulations, 49 C.F.R. part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations specifically, 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.

B. DEN Security. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Consultant or 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 City, then, in addition to any other remedies available to City, Consultant covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Consultant within fifteen (15) days from the date of the invoice or written notice.

C. Federal Rights. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between 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 City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

D. General Civil Rights Provision. 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 sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

ARTICLE IX CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This agreement consists of Articles I through X which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix 1:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Invoicing Procedures
Exhibit C:	Certificate of Insurance
Exhibit E:	Core Staff Labor Rates

In the event of an irreconcilable conflict between a provision of Articles I through X 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
- Articles I through X hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit E

ARTICLE X CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. 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, and it may be signed electronically by either party in the manner specified by City.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201839866-00

Contractor Name: LS GALLEGOS AND ASSOCIATES INC

By: Melanie URSO

Name: Melanie URSO
(please print)

Title: VP of Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201839866-00

Contractor Name: LS GALLEGOS AND ASSOCIATES INC

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By _____

By _____

By _____



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Appendix No. 1

Standard Federal Assurances and Nondiscrimination

APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City."

During the term 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 will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex 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 Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, 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 Agreement and the Acts and Regulations relative to nondiscrimination 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, Regulations or 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 (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of

paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S. C. § 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 U.S.C. § 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 1 00-209), (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 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 discrimination 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 U.S. C. 1681 et seq).

**EXHIBIT A
SCOPE OF WORK**

**ON-CALL PROJECT MANAGEMENT AND SUPPORT SERVICES
For SPECIAL PROJECTS DIVISION
CONTRACT NO. 201734137
DENVER INTERNATIONAL AIRPORT**

A. INTRODUCTION

The Special Projects Division of Denver International Airport (DEN) is charged with managing large, complex, multi-disciplinary programs from initiation to completion. To achieve that objective Special Projects will augment its staffing needs through the engagement of multi-disciplined on-call consultants to produce the safest, best quality, schedule and budget framework possible.

The services of this contract will be for, but not limited to, on-call professional, technical, and support personnel to perform project management and support services for the Special Projects Division as designated by the airport.

B. GENERAL CONTRACT REQUIREMENTS

1. The Consultant, as deemed necessary by the Senior Vice President of Special Programs (SVP), will provide professional, technical and support staff to fill various positions within the organization to perform or assist with the management of Initiation / Definition, Planning / Design, Execution / Construction and Closeout project management support services as required.

2. Additional staff support may be requested for support or management of, but not limited to; Project Communications, Project Controls, Code Compliance, Environmental, and Risk Management.

3. Typical examples of positions to be filled under this contract may include, but are not limited to, Project Managers, Contract Administrators, Specialty Engineers and Architects, Schedulers, Estimators, and Inspectors.

4. This will be an on-call contract. While there will be a limited number of staff support positions that will span the entire duration of the contract, the emphasis should be on the ability to provide subject matter experts as required for limited duration.

5. The number of staff is expected to fluctuate depending on the number, size, and type of projects assigned to the Special Projects Division. There is no guarantee in the number or type of personnel to be provided by this contract. All personnel assigned to a project and any changes in personnel must be approved by the SVP.

6. DEN currently uses a variety of software, including Oracle's Primavera, Unifier Project Controls, Primavera P6 EPPM and Professional, Aconex, Microsoft SharePoint

applications, Textura, Revit, and BIM 360 Field for its project management software applications. The consultant's personnel will be required to become proficient in the use of these programs as needed.

C. PROJECT SUPPORT SERVICES

Services required by the Consultant's personnel may include, but are not limited to:

INITIATION/DEFINITION

1. The Consultant shall review planning and programming studies, which may include special engineering studies and reports such as condition assessments, geotechnical investigations, etc. for applicability to the Project.
2. Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for CPC (Capital Planning Committee), Executive Committee and for presentation to the City Council. Presentations may be managed by the Consultant.
3. The Consultant shall coordinate with all relevant stakeholders as identified by Special Projects leadership to refine programming requirements and scope of work.
4. Strategic Advice & Planning - Provide advice when requested on issues involved in the planning, design and construction of capital improvement projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.
5. Process Coordination and Development - As part of an ongoing process, review and make recommendations on improvements to existing program procedures. This would include the capital improvement program, construction contract administration, quality assurance/quality control, construction safety and security, design reviews, cost estimating, scheduling, permit requirements, etc. Assist in the implementation of any recommendations that may be approved.
6. Oversight of Other Consultants -To manage other consultants with various areas of expertise as a representative of Special Projects. To provide guidance and review the findings of consultants working on projects for DEN.
7. Site Investigation - Coordinate and schedule comprehensive site investigation services. Identify and report on constraints.
8. Outside Agencies- Provide assistance as requested regarding interactions with state, federal and local regulatory agencies, such as:
 - a. Interpretation of regulations
 - b. Reviews of pending legislation and/or regulations
 - c. Scheduling of actions necessary to receive approvals
 - d. Preparation of permit applications
 - e. Follow-up to obtain prompt approvals
 - f. Preparation of all necessary correspondence

PLANNING/DESIGN

1. Cost Estimating - Provide and/or review detailed cost estimates for project alternatives, extra work or other specific estimates as requested by the Special Projects leadership.
2. Construction Management Plan - Develop and/or assist with preparing a written, project- specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved.
3. Scheduling - Review schedule and milestones prepared by others and assist in developing a final schedule.
4. Value Engineering/Constructability Reviews - Provide constructability and value engineering reviews at the request of Special Projects leadership.
5. Permit Compliance - Review permit requirements for the project and coordinate with other airport and City personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.

EXECUTION/CONSTRUCTION

1. Project Oversight - Monitor and assure compliance of the contractor's work and assist in the coordination of the work with the day to day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
2. Scheduling - Review and comment on contractors' submitted schedules and updates. Manage consolidated program schedules when necessary, and coordinate with and assist project controls staff in maintaining up-to-date schedule information.
3. Reports - Keep accurate and detailed project records using designated electronic systems and prepare reports as requested.
4. Cost Control - Maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs and maintain an estimate at completion to inform the project budget status.
5. Requests for Information/Design Revisions/Contract Change Orders - Using designated project management electronic system, track, review and process RFI's, design changes and CO's. Construction documents will be reviewed and responded to in a timely manner.
6. Contractor Payments - Review and evaluate contractors' requests for payment. Ensure that all approved pay applications are processed per DEN standard procedures and contract requirements.

7. Permits- Ensure that all required permits are obtained for projects assigned to them. Including permits required for DEN or the contractor. Monitor contractors' conformance to permit requirements. Identify permit activities in the project schedule.
8. Airport Security- Coordinate and review with Airport Security existing terminal and airfield construction security procedures and ensure adherence from Consultants and construction contractors' personnel.
9. Inspection and Special Inspections - Ensure adequate coverage for meeting special inspection requirements as well as overall inspection requirements to be assured projects are completed per contract documents.
10. Submittals/Shop Drawing Review- Track submittals, shop drawings and material samples and assure that all are being processed expeditiously.
11. Commissioning- Oversee the contractor(s)' final testing and start-up of utilities, operational systems and equipment.
12. Punch List - Upon substantial completion of the contractors' work, monitor the correction and completion of punch list work. Assist the Special Projects leadership in conducting inspections to determine if work is substantially complete and outstanding work is remediated.
13. Completion- Consultant Personnel will secure and transmit to DEN warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials where designated by DEN.
14. Document Management - Monitor the maintenance of record drawings by the contractors. Determine that record drawings are complete and accurate and transmit approved record drawings as required for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for DEN's acceptance and approval.

CLOSEOUT

1. Asset management – Coordinate the transfer of data from the project to DEN's Asset Management section.
2. Closeout Support - Monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
3. Assist in the execution of warranty work.
4. Assist in the completion of commissioning work.

D. GENERAL COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

1. Work under this contract will be authorized on a Task Order basis only. Upon request, the Consultant will submit a proposal for requested duties and resources that will be reviewed and approved by Special Projects leadership. Work may not proceed until a fully executed Task Order is provided to the Consultant.
2. The Consultant agrees that they shall provide no services until directed by the SVP of Special Projects, and that he or she may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full-time or part-time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.
3. Consultant shall follow any established direction and procedures for coordinating and administering its services under the terms of this Agreement.
4. Following receipt of a fully executed Agreement, the Consultant shall meet with the Special Projects leadership team in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of project goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s). At this time, the Special Projects leadership team points of contact will be designated for this contract.
5. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent on-call part-time or full-time staff on an as-needed basis.
6. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by Special Projects leadership prior to commencing their duties under this Agreement, and Special Projects reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as discretion directs.
7. Prior to permitting any person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to Special Projects leadership. At the leadership's discretion, the proposed person shall be made available for an interview.
8. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the SVP of Special Projects.

E. QUALIFICATIONS OF CONSULTANT'S PERSONNEL

1. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned

projects through the term of the Agreement. All personnel provided by the Consultant will report directly to a member of the Special Projects leadership team, or their designee and will not be represented by a full-time onsite operational point of contact.

2. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualification set out are not intended as limitations on the maximum qualifications for each such position or function. Special Projects leadership reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN

F. WAGES OF CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

1. The Consultant shall only charge the actual wage rate. Said rates are considered base hourly rates and do not include fringe benefits which are included in the Multiplier Factor. Payment in excess of these rates shall not be considered in determining the base compensation allowances provided for in Section G CONSULTANT'S MULTIPLIER of this Agreement unless authorized by the SVP.
2. Sub-Consultants – The City will allow a 10% mark-up on sub-consultant invoices. The Multiplier Factors for all Sub-consultants accepted by the City at the time of execution of this Agreement are set out on Submittal 2 and Exhibit E incorporated herein by reference.
3. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with the following:
 - a. The City shall provide reimbursement for the Consultant's employee's automobile travel expenses, when such travel has been specifically directed by the SVP or his authorized representative and is payable at the federal rate in affect at the time of the expense. DEN shall be the point or origin for mileage calculation; mileage shall not be paid for commuting to DEN.
 - b. The City shall reimburse the Consultant at cost for the Consultant's reasonable and necessary expenses incurred in obtaining DEN access badges, vehicle permits, and office parking for its employees and all sub-consultant employees who perform services under this Agreement. Consultant's and sub-consultants' employees assigned to work at DEN shall be provided regular employee parking. DEN will not reimburse the Consultant or its employees for parking in airport terminal paid parking lots.

- c. The City shall reimburse the Consultant for actual, reasonable premiums paid for insurance as required.
 - d. The City **may** reimburse the Consultant for special and unusual costs incurred in the performance of services which were requested in writing by the City under this Agreement utilizing a Reimbursable Expense Authorization. However, such reimbursement shall be made only if the amounts to be reimbursed were approved in advance in writing by the SVP, and only if the SVP determines that the costs incurred were a necessary part of the services rendered and that such costs could not have been reasonably anticipated and provided for in the Multiplier Factor.
These costs shall be reimbursed to the Consultant at cost.
4. Authorized Tasks. For other certain planning, programming, design and/or construction related services authorized by the City to be performed under this Agreement on a task order basis either as a lump sum fixed price or on a time and materials basis. The City may make changes to the scope of any authorized task. Upon receiving a change in the scope of the task, the Consultant shall provide a written proposal within fifteen (15) days of the occurrence of the event giving rise to the change. The amount of the change in compensation shall be determined utilizing the same basis as the compensation for the original task.

G. EQUIPMENT / VEHICLES & CARTS / SMART PHONES

1. The City will provide all equipment deemed necessary by the SVP for the Consultant's personnel to perform their job duties with the exception of vehicles, electric powered carts, steel toed safety boots, and smart phones.
 - a. The City provided equipment will include standard PPE (including hard hats, vests, eye protection and hearing protection. It excludes steel toed safety boots and any personnel PPE such as but not limited to prescription eye protection or hearing protection.) DEN may provide computers, tablets, and hand tools, testing equipment, and fax and copy machines on an as needed basis as determined by Special Projects leadership.
2. Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage off DEN property shall be approved, in advanced by the SVP and shall be reimbursed at the current federal rate per mile.
3. The Consultant shall insure that all employees that are assigned work that requires steel toed safety boots per OSHA regulations possess such boots. This cost shall be included in the multiplier. In addition, it shall be a requirement of continued work at DEN that these employees wear these boots in every instance which is required.

4. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the multiplier.

H. CONSULTANT'S MULTIPLIER FACTOR

1. It is the City's intention that the selected Consultant's direct labor multiplier factor (MF) will be adjusted accordingly for this contract. Moreover, upon selection, the City will require the submittal of supporting documentation as identified below that is used to derive the proposed MF. Each MF will be determined and expressed under the following formula:

$$\begin{array}{r}
 \text{Base Hourly Salary 1.00 / Overtime Hourly Salary} \\
 + \quad \text{Payroll Labor Burden } x.xx / x.xx \\
 + \quad \text{Indirect Personnel Expense } x.xx / x.xx \\
 = \quad \text{Subtotal } x.xx / x.xx \\
 \\
 + \quad \text{Profit (\% of Subtotal) } x.xx / x.xx \\
 + \quad \text{Other Overhead Costs } x.xx / x.xx \\
 = \quad \textbf{Total Direct Labor Multiplier Factor (MF) } x.xx / x.xx
 \end{array}$$

2. Payroll Labor Burden will be based on the net actual cost of the mandatory or customary items enumerated as follows: The selected Consultant will furnish a detailed breakdown of the Labor Burden covering the enumerated components.
 - i. payroll taxes;
 - ii. worker's compensation insurance;
 - iii. group insurance (health and disability);
 - iv. sick leave, holidays and vacations; and,
 - v. pension plans excluding profit sharing or items related to profitability.
3. Indirect Personnel Expense will be based on the net actual wages and associated mandatory or customary payroll benefits and liabilities, as above, of people whose salaries are not directly chargeable to a particular project.
4. Other Overhead costs are to be based on a recent statement prepared in accordance with Defense Contractors Audit Agency (DCAA) guidelines by a Certified Public Accountant (CPA) or a government agency.
5. Pay periods shall match the City and County of Denver's.

I. INVOICING

1. TIME RECORDS
 - a. Submittal of time sheets will be required concurrent with the submittal of each invoice.
 - b. Time sheets shall be organized and submitted based on directions from the City's SVP. The Consultant shall maintain time sheets and expense

statements for each task. The City shall have a right to examine and audit these during regular business hours.

- c. The Consultant shall maintain accumulated cost information, including work hours, for each project that personnel are assigned.

2. PAYROLL RECORDS

- a. The Consultant shall maintain and keep accurate and complete hourly payroll records on forms to be submitted by the Consultant and approved by the City. The Consultant shall at all times make said records available for inspection or audit by authorized representative(s) of the City. Such records must include, but not necessarily be limited to, the name, address, personnel classification, hourly wage rate for such classification (as hereinafter provided), hours worked each day, actual hourly wage rate or other salary paid (or to be paid), items of payroll withholding, items of fringe benefits accrued or paid, shift worked, shift scheduled to work and a description of the job or duty assignment for each of the Consultant's personnel rendering work or services under the provisions of this Agreement during any monthly payroll period. The Consultant shall submit electronic copy on CD-ROM or via email to contractadmininvoices@flydenver.com of such payroll records to the SVP or his designated representative at the end of each monthly payroll period.

3. OVERTIME PAY

- a. The standard work week will be comprised of 40 hours. The Consultant shall plan and schedule its resources such that the services to be provided under the terms of this Agreement are effectively implemented without causing overtime to its assigned staff unless specifically requested and pre-authorized in writing by the City. If authorized in writing by the City, the Consultant's personnel may be required to work overtime hours, Saturdays, Sundays, or the holidays listed in this Section
- b. The Consultant's charges for personnel so authorized to work at these times will be based on the following:
 - i. At the time of authorization, each person approved by the City to work on this contract will be categorized as either hourly (non-exempt) or salaried (exempt), based on such person's full-time or part-time status, length of assignment, and federal and state regulations.
 - ii. All full-time exempt personnel shall be paid at straight time rates for all overtime hours worked for weekly overtime when authorized.
 - iii. All full-time hourly (non-exempt) personnel will receive 150% of their straight time rate for weekly overtime when authorized.
 - iv. Holidays shall include only New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and one floating holiday to be scheduled by the Consultant and approved by the SVP. Each holiday, whether or not worked, shall be credited against the cumulative hourly requirements for payment of overtime rate for the week in which the holiday falls, if the person is regularly scheduled to work the standard work days which

immediately precede and follow the holiday.

4. **SPECIAL MAXIMUM HOURLY WAGE RATES**
 - a. During the term of this Agreement, if the City determines that a particular project requires the service of a person having a personnel classification not included in the categories provided in the Agreement, or if the City requires the services of a person having unusual experience or expertise in a personnel classification included in the Agreement, the City may, in its sole and absolute discretion, authorize in writing the assignment of such person(s) at a billing rate to be mutually agreed upon prior to assignment.

5. **HOURLY RATE ADJUSTMENTS**
 - a. Hourly wage rates are subject to escalation, on an annual basis on the anniversary date of the contract NTP, for the Consultant staff provided in the categories stated; wage rate adjustments are not to exceed the Published Career Service Board's annual Classification and Pay Plan Review as adopted by the mayor and city council and that is in effect at the time of said adjustments. Any increase of the maximum hourly wage rate is not to be construed by the Consultant as an approval to increase the hourly wage or billing rate of any employee.

6. **ACCOMMODATIONS**
 - a. The City shall provide office space, office furnishings and equipment, desk telephones, vehicles, office supplies and tools at DEN for use by the Consultant's personnel in performing most duties under this Agreement. For personnel assignments that are not full time, DEN will not provide office space and appurtenances or when identified on the task order.

7. **INVOICES AND PROGRESS PAYMENTS**
 - a. The City will provide the Consultant with the outline invoice format. The Consultant shall provide to the City's SVP a complete invoice format for SVP review and approval no later than fourteen (14) days after the Notice to Proceed. All invoice correspondence shall be shall be labeled with the Contract Number, Invoice Number, date, and file name Invoicing shall be submitted in an agreed upon format on CD-ROM or DVD disk and via email to:

contractadmininvoices@flydenver.com

 - b. By the 10th of each month in which an invoice is submitted, the Consultant shall invoice the City for its costs on each task during the previous month.

 - c. The City's SVP will review all invoices and in the event of a disagreement with the invoice, he will notify the Consultant. The Consultant and SVP will meet by the 25th of the month to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The SVP shall have the authority in his sole and absolute discretion to withhold portions of any progress payment request if he determines that the progress

claimed for any task in the invoices has not been achieved or any discrepancies of any portion of the invoice cannot be substantiated.

- d. 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:
 - i. Certificate of Insurance
 - ii. Sub-consultant Agreement(s)
 - iii. Original signed Authorization Forms for any Key Professional Personnel Assignment who are not already approved in this Agreement
 - iv. Certifications of M/WBE Sub-consultants with date of expiration noted
 - v. Name and title for Authorized Signatures

8. **INVOICING PROCEDURES**

- a. All invoices submitted for payment shall include the following items, or as directed by the SVP.
 - i. Documentation to support all invoices, where applicable, shall include the following:
 - ii. Copies of all time sheets, certified payrolls and other records, which highlight total hours invoiced. The Consultant's personnel must maintain daily time records and must prepare time sheets which must be signed and verified by the Consultant's on-site supervisor and the City's designated representatives.
 - iii. Copies of the City representative's authorization to provide overtime for the invoice period, as applicable.
 - iv. Copies of approved Reimbursable Expense Authorizations for additional services relative to the invoice period, as applicable.
 - v. Copies of approved Task Authorizations with all relative backup including any schedules of value, cost estimates and/or sub consultant proposals.
 - vi. Copies of receipts of all reimbursable charges and mileage logs detailing trips, along with signed authorizations.
 - vii. Adequate documentation from subconsultants, such as the item enumerated above
- b. Other documentation as may be required by the City.
 - i. Signature from an officer of the Consultant's organization shall appear on all invoices certifying that the pay request has been examined and has been found to be correct.
- c. The Consultant shall submit with each invoice, except the first invoice, signed Partial Releases from each sub-consultant detailing payments received by the sub-consultant for services performed under this contract.

End of Exhibit A

Exhibit B

PROFESSIONAL SERVICES

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: March 2017



City and County of Denver
Denver International Airport

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PURPOSE

The purpose of this Exhibit B is to provide consultants with specific guidelines and instructions for preparing and submitting invoices. These guidelines are not meant to be all inclusive or apply in all instances. Flexibility shall be allowed at the discretion of the Project Manager. Consultants shall reference the appropriate section as determined by the Project Manager or other authorized designee and will be maintained through the entire term of the agreement.

CONTRACTS

1. Introduction

- a. This Exhibit B describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Work. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete the Work. Those resources are totaled for each phase of the Work. The Consultant then measures monthly progress and prepares invoices on the basis of Work completed.
- b. The Consultant shall be paid on its progress toward completing a task shown on its work schedule. Submittal of time sheets is required concurrent with the submittal of each invoice. Payments will be calculated in accordance with the payment method set forth in to Section three (3) of this Exhibit B.
- c. 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.
- d. The Consultant will furnish, or cause to be furnished to the Chief Executive Officer (CEO), such information as may be requested relative to the progress, execution, and cost of the Work. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for (3) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.
- e. 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.
- f. No provision in the Agreement granting the City a right of access to records is intended to impair, limit or affect any right of access to such records, which the City would have had, in the absence of such provision.

2. Work Schedule

- a. The Consultant, working jointly with DEN, will develop scheduling and management procedures which allow for seamless communications of its requirements for managing

the Work and the City's information requirements to monitor the Consultant's activities. Task Order schedules shall include all of the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.

- b. The City will provide its comments to the Consultant within five (5) working days after the Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules.

3. Progress Payment Measurement

- a. Level of Effort: Progress payments will be based on the actual number of man- hours utilized to perform a Scope of Work. Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced. Progress payments will not be made for amounts above the Not- to-Exceed (NTE) amount (if applicable).
- b. Note: 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

- a. The City will provide the Consultant with the format required to process the payment. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Effective Date. The invoice format maybe modified by the City during the term of the Agreement.
- b. The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress during the previous 30 day period. The worksheet(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com.
- c. The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period.
- d. The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted.
- e. 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.
- f. Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submissions of invoices is required.

- g. The Project Manager will review all invoices and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within fifteen (15) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the invoice should be deferred. The Project Manager shall have the authority in his/her sole discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any task in the invoice has not been achieved.
- h.
- i. 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:
 - i. A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - ii. 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 an electronic copy of the employee's signature.
- j. 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 Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract 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 of Denver, 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.

5. Increase in Payment Amount

Any requests for pay increases shall be submitted to the City in writing and shall include an explanation and justification for the proposed increases.

6. Reserved

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 Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements, and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

7.2 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation 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, etc.

- 7.2.2 Supplies, Equipment & Vehicles: For office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software, etc.
 - 7.2.3 Maintenance and Repair: On office equipment, survey & testing equipment, buildings, vehicles, etc.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities, etc.
 - 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc.
 - 7.2.6 Marketing Fees & Publications: Licenses, dues, subscriptions, trade shows, staff support, etc.
 - 7.2.7 Admin & Clerical Office Staff: All administrative, clerical & management support staff not directly involved in the specific project or task.
 - 7.2.8 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs, etc.
- 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), etc.. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8. Allowable (Non-Salary) 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 pre-approved by the Project Manager or his/her designee ([Attachment C](#)). Any asset purchased by DEN must be surrendered to DEN at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the project or task.
- 8.4 Mileage Outside Of The Denver Metro Area: Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Project Manager or his/her designee ([Attachment 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. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (Attachment E) and signed by the 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 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.

- 8.6 Rental and Leased Car: Rental cars will be reimbursed at cost for standard class or smaller and when required for out-of-town personnel or out-of-town travel. Leased cars will be reimbursed at cost up to the Blue Book Value of the leased car. All Lease arrangements must be approved by the City and contain the City's election to buy out the vehicle at the end of the lease term.
- 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 Project Manager or his/her designee.
- 8.8 Meals: The City shall 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. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. 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 employees located in the Denver Metropolitan Area.
- 8.9 Special: Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.
- 8.13 Project Field Supplies, Equipment & Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.
- 8.14 Non-Allowable Expenses: Including but not limited to: valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in section 7.2 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: Costs for proposal preparation and negotiation will not be reimbursable.

9. Summary of Contract Control

9.1 Prior To Commencement Of Work – Submittals Required

- 9.1.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications.
- 9.1.2 Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Subconsultants ([Attachment B](#)).
- 9.1.3 List of the names and titles of Authorized Signers, which document(s) they can sign, and an electronic copy of the employee's signature.
- 9.1.4 Work Schedule and Task List formatting
- 9.2 Within 3 Days After the Effective Date – Submittals Required
 - 9.2.1 The Consultant shall meet with the Project Manager for a Pre-Work Meeting.
 - 9.2.2 Current Certificate of Insurance reflecting the Mandatory Coverage in Exhibit D.
 - 9.2.3 Final Organizational Chart of the Prime Contractor and all Subconsultants.
- 9.3 Within 7 Days After the Effective Date
 - 9.3.1 Correspondence Control Methods and Progress Report Format
 - 9.3.2 Invoice and Progress Payment Format
 - 9.3.3 The Consultant shall submit their proposed Monthly Progress Report Format
- 9.4 Reserved
- 9.5 Monthly Submittals
 - 9.5.1 The Consultant shall submit invoicing by the day of the month referenced in section 4.

10. Information Management

- 10.1 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 compatible with DEN records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DEN procedures, processes and systems.

Attachment A

Reserved

Attachment B – Professional Employee Authorization Form



Date: _____

Contract Name: _____

Contract Number: _____ Task Number(s) (if applicable): _____

Company Name: _____

Employee Name: _____

Employee Title: _____

Hourly Rate Paid to Employee: \$ _____ Multiplier Factor: _____

Hourly Rate Charged to DEN: \$ _____
(Per the Exhibit E previously submitted)

Qualifications: _____

Resume Attached: Yes / No

Signature: _____

This employee is approved to work on the above referenced Task Order.

Signature Date

Type Name and Title

Attachment C – Expense Greater than \$500 Approval Form



Date: _____

Contract Name: _____

Contract Number: _____ **Task Number(s)(if applicable):** _____

Company Name: _____

Employee Name: _____

Estimated Total Cost: \$ _____

Reason for Expense: _____

To be completed by DEN Personnel:

Capital Assets: Y/N
(Including but not limited to: Computer Equipment, copiers, furniture, vehicles, etc.)

Note: Any assets purchased by DEN must be returned to DEN at the end of the project. The Consultant will be charged replacement value for any assets purchased by DEN that are unaccounted for at the end of the project.

The above described expense has been approved.

Signature

Date

Type Name and Title

Cc: Finance if asset purchase

Attachment D - Mileage Reimbursement Form



Date: _____

Contract Name: _____

Contract Number: _____ Task Number(s): _____

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

Type Name and Title

Attachment E – Advance Travel Authorization Form



Contract No.: _____ **Date:** _____

Traveler's Name: _____ **Authorization No.:** _____

Traveler's Employer: _____

Destination: _____

Duration: From _____ **To** _____

Purpose of Trip: _____

Approximate Travel Costs: \$ _____

Reviewed by: _____
Project Manager _____ Date

Approved by: _____
Senior Vice President _____ Date

Approved by: _____
Executive Vice President _____ Date

cc: BMS Contract Administrator

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201839866 – On Call Project Management Support Services (PMSS) for Special Project Division

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
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1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):	
Combined Single Limit	\$1,000

- The policy must provide the following:
1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
 2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Professional Liability (Errors and Omissions)

Minimum Limits of Liability (In Thousands)	
Per Claim	\$1,000
Aggregate	\$1,000

- The policy must provide the following:
1. Policies written on a claims-made basis must remain in force for three years extended reporting period in accordance with CRS 13-80-104.
 2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$1,000
Umbrella Liability, Unescorted airside access Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

Exhibit E*

Initial Summary of Core Staff Labor Rate

* The full and complete Exhibit E contains business confidential information, and is therefore held by the project management team at Denver International Airport. The full and complete Exhibit E is incorporated herein by reference.

Company	Job Title	Experience Level	Hourly Rate
LS Gallegos & Associates, Inc. - Field	Program Operations Manager	Level V, Managerial	\$112.22
LS Gallegos & Associates, Inc. - Field	Operations Coordinator	Level III, Full Experience	\$73.47
LS Gallegos & Associates, Inc. - Home	Scheduler	Level III, Full Experience	\$101.21
LS Gallegos & Associates, Inc. - Field	Scheduler	Level III, Full Experience	\$84.18
LS Gallegos & Associates, Inc. - Home	Contract Administrator	Level III, Full Experience	\$91.97
LS Gallegos & Associates, Inc. - Field	Contract Administrator	Level III, Full Experience	\$76.50
Civil Technology Inc. - Home	Account Manager	Level V, Managerial	\$170.78
Civil Technology Inc. - Field	Architect Executive	Level V, Managerial	\$198.43
CMTS LLC - Field	Director of Construction Management	Level V, Managerial	\$214.25
CMTS LLC - Field	Senior Construction Manager	Level IV, Supervisory	\$114.18
CMTS LLC - Field	Senior Construction Manager	Level IV, Supervisory	\$114.18
HNTB Corporation - Field (OLS)	Architectural Project Manager	Level V, Managerial	\$192.28
HNTB Corporation - Home	Architectural Project Manager	Level IV, Supervisory	\$219.88
HNTB Corporation - Home	Architect VI	Level III, Full Experience	\$199.89
HNTB Corporation - Home	Architect VI	Level III, Full Experience	\$206.94
HNTB Corporation - Home	Chief Architect / Director of Operations	Level V, Managerial	\$450.22
HNTB Corporation - Home	Architect VI	Level IV, Supervisory	\$179.45
HNTB Corporation - Home	Architectural Project Manager	Level I, Entry	\$318.01
HNTB Corporation - Home	Architect IV	Level IV, Supervisory	\$163.55
HNTB Corporation - Home	Architectural Project Manager	Level V, Managerial	\$239.65
HNTB Corporation - Home	Architectural Project Manager	Level V, Managerial	\$351.18
HNTB Corporation - Home	Engineer 7	Level IV, Supervisory	\$207.84
HNTB Corporation - Home	Engineer 7	Level V, Managerial	\$219.20
HNTB Corporation - Home	Director of Structural Engineering	Level V, Managerial	\$223.97

HNTB Corporation - Home	Engineer 9/Department Head	Level V, Managerial	\$270.99
HNTB Corporation - Home	Engineer 7	Level IV, Supervisory	\$292.12
HNTB Corporation - Home	Engineer 7	Level IV, Supervisory	\$190.13
HNTB Corporation - Home	Engineer 7	Level IV, Supervisory	\$232.83
HNTB Corporation - Home	Engineer 5	Level III, Full Experience	\$113.58
HNTB Corporation - Home	Engineer 9/Department Head	Level V, Managerial	\$292.12
HNTB Corporation - Home	Business / Administrative Manager	Level V, Managerial	\$169.00
HNTB Corporation - Home	Business / Administrative Manager	Level V, Managerial	\$157.19
HNTB Corporation - Home	Architectural Project Manager	Level V, Managerial	\$278.72
HNTB Corporation - Home	Architect VI	Level III, Full Experience	\$169.00
Parsons Transportation Group - Field	CE2895 Sr Environ Admin	Level IV, Supervisory	\$132.75
Parsons Transportation Group - Field	CA2215 Safety Supv	Level IV, Supervisory	\$132.16
Parsons Transportation Group - Home	Engineer 6	Level III, Full Experience	\$72.53
Parsons Transportation Group - Home	Engineer 8	Level IV, Supervisory	\$182.28
Parsons Transportation Group - Home	Engineer 6	Level III, Full Experience	\$129.61
Parsons Transportation Group - Home	CC2926 Doc Management	Level III, Full Experience	\$90.92
Parsons Transportation Group - Home	Engineer 7	Level IV, Supervisory	\$145.60
Parsons Transportation Group - Home	Architect VI	Level III, Full Experience	\$131.43
Parsons Transportation Group - Home	Engineer 7	Level III, Full Experience	\$135.55
Parsons Transportation Group - Home	Engineer 6	Level III, Full Experience	\$145.45
Parsons Transportation Group - Home	Engineer 6	Level III, Full Experience	\$157.86
PMA Consultants LLC - Home	Sr Associate	Level IV, Supervisory	\$204.65
PMA Consultants LLC - Field	Sr Associate	Level IV, Supervisory	\$181.97
PMA Consultants LLC - Home	Sr Director	Level V, Managerial	\$244.48
PMA Consultants LLC - Field	Sr Director	Level V, Managerial	\$217.38

PMA Consultants LLC - Home	Director	Level V, Managerial	\$252.56
PMA Consultants LLC - Field	Director	Level V, Managerial	\$224.56
PMA Consultants LLC - Home	Managing Director	Level V, Managerial	\$296.68
PMA Consultants LLC - Field	Managing Director	Level V, Managerial	\$263.79
Shiel Sexton Company, Inc. - Home	Vice President	Level V, Managerial	\$289.31
Shiel Sexton Company, Inc. - Field	Construction Field Manager	Level V, Managerial	\$224.50
Shiel Sexton Company, Inc. - Home	Chief Estimator	Level V, Managerial	\$160.62
Shiel Sexton Company, Inc. - Home	Scheduling Manager	Level V, Managerial	\$100.76
Shiel Sexton Company, Inc. - Home	Scheduler	Level V, Managerial	\$94.29
Shrewsberry & Associates, LLC - Home	Partner / Principal	Level V, Managerial	\$221.03
Shrewsberry & Associates, LLC - Home	Partner / Principal	Level V, Managerial	\$227.02
Shrewsberry & Associates, LLC - Home	Construction Manager	Level III, Full Experience	\$213.63
Shrewsberry & Associates, LLC - Home	Construction Representative	Level III, Full Experience	\$134.10
Shrewsberry & Associates, LLC - Home	Engineer 2	Level III, Full Experience	\$98.05
Shrewsberry & Associates, LLC - Home	Engineer 4	Level III, Full Experience	\$134.43
CIG (Subcontractor with Fixed Flat Rate)	Principal	Level V, Managerial	\$215.00
CIG (Subcontractor with Fixed Flat Rate)	Chief Creative Officer	Level III, Full Experience	\$195.00
CIG (Subcontractor with Fixed Flat Rate)	Senior Counselor	Level III, Full Experience	\$195.00
CIG (Subcontractor with Fixed Flat Rate)	Senior Strategic Director	Level III, Full Experience	\$190.00
CIG (Subcontractor with Fixed Flat Rate)	Counselor	Level III, Full Experience	\$141.00
CIG (Subcontractor with Fixed Flat Rate)	Video Producer	Level III, Full Experience	\$141.00
CIG (Subcontractor with Fixed Flat Rate)	Creative (Art) Director	Level III, Full Experience	\$126.00
CIG (Subcontractor with Fixed Flat Rate)	Account Supervisor	Level III, Full Experience	\$125.00

CIG (Subcontractor with Fixed Flat Rate)	Senior Associate	Level III, Full Experience	\$121.00
CIG (Subcontractor with Fixed Flat Rate)	Video Editor/Videographer	Level III, Full Experience	\$115.00
CIG (Subcontractor with Fixed Flat Rate)	Animator	Level III, Full Experience	\$115.00
CIG (Subcontractor with Fixed Flat Rate)	Photographer	Level III, Full Experience	\$100.00
CIG (Subcontractor with Fixed Flat Rate)	Graphic Designer	Level III, Full Experience	\$95.00
CIG (Subcontractor with Fixed Flat Rate)	Web Designer	Level III, Full Experience	\$84.00
CIG (Subcontractor with Fixed Flat Rate)	Associate	Level III, Full Experience	\$84.00
CIG (Subcontractor with Fixed Flat Rate)	Administrative	Level III, Full Experience	\$84.00
CIG (Subcontractor with Fixed Flat Rate)	Specialist	Level III, Full Experience	\$68.00
CIG (Subcontractor with Fixed Flat Rate)	Production Assistant	Level III, Full Experience	\$68.00
CIG (Subcontractor with Fixed Flat Rate)	Account Coordinators	Level III, Full Experience	\$37.00