

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of its Department of Aviation ("City"), and **FAITHFUL+GOULD, INC.**, a Minnesota corporation authorized to do business in Colorado ("Consultant").

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional services to assist its Department of Aviation by providing project controls and management support services for use on airport projects; and

**WHEREAS**, the City solicited and received proposals for such services and the Consultant's proposal was selected; and

**WHEREAS**, Consultant is qualified and ready, 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:

#### 1. LINE OF AUTHORITY:

A. **Authority:** Denver International Airports Chief Executive Officer, her designee or successor in function (the "CEO") authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, the Senior Vice President of Airport Infrastructure and Management (the "SVP") is designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated ("Authorized Representative"). The SVP will designate the Project Manager under this Agreement. Administrative reports, memoranda, correspondence, and other submittals required of Consultant shall be processed in accordance with the Project Manager's directions.

B. **Accountability:** Unless otherwise directed by the Authorized Representative, the Consultant shall report directly to the Authorized Representative.

#### 2. SCOPE OF WORK:

A. **General:** As the Authorized Representative directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in the attached **Exhibit A** ("Scope of Work") to the City's satisfaction.

B. **Professional Responsibility:** The Consultant is ready, willing, and able to provide the services required by this Agreement. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided

by industry competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

### **3. COMPENSATION AND PAYMENT:**

A. **Fee:** The City hereby agrees to pay the Consultant, the Core Staff Labor Rates contained in **Exhibit E** ("Core Staff Labor Rates") which is incorporated herein by reference. The Consultant asserts that Core Staff Labor Rates are business confidential information; therefore, the original form of Exhibit E is held at Denver International Airport. Core Staff Labor Rates 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. In no event shall the City be liable for any amount in excess of the sum of the Maximum Contract Liability.

B. **Payments:** All Payments made to Consultant in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth below. Consultant agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. In accordance with DRMC 20-109(e), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the work included on the invoices shall be deemed untimely.

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Consultant that have been audited and approved by the City in accordance with this Section 3.C., as follows:

- (1) An executive summary and status reports that describe the progress of 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 the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the work, the hourly rate 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 that it has examined the invoice and has found it to be correct, shall be included on all invoices.

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

D. **Reimbursement:** All reimbursable travel shall have the prior written approval of the SVP, and be related to and in furtherance of the purposes of Consultant's engagement.

**4. MAXIMUM CONTRACT AMOUNT: FUNDING:**

A. 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 Twenty Five Million Dollars (\$25,000,000.00) (the "Maximum Contract Amount").

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Consultant acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

**5. TERM:**

The Term of this Agreement shall commence on February 15, 2017, and shall terminate on February 14, 2022, 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 CEO'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.

**6. EXAMINATION OF RECORDS:**

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Consultant agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO or City Auditor or their representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the 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.

**7. ASSIGNMENT:**

Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

**8. STATUS OF CONSULTANT:**

It is agreed and understood by and between the parties hereto that the status of Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.2 (C) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that Consultant or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

**9. KEY PERSONNEL ASSIGNMENTS:**

A. All key professional personnel identified in the Scope of Work will be assigned by Consultant or subconsultants to perform work under this Agreement. Consultant shall submit to the Project Manager a list of any additional key professional personnel who will perform work under this Agreement within thirty days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. The proposed billing category for each person must be included in that submittal. Such additional personnel must be approved in writing by the Project Manager. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

B. If Consultant decides to replace any of its key professional personnel; it shall notify the Project Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Project Manager, which approval shall not be unreasonably withheld.

C. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, he shall notify Consultant, and he 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 should be reassigned, Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice.

**10. SUBCONSULTANTS AND SUBCONTRACTORS:**

A. Although Consultant may retain, hire, and contract with outside subconsultants for work under this Agreement, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the CEO or the CEO's authorized representative. 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 subconsultant, and any other information requested by the CEO. Any final agreement

or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because Consultant's represented professional qualifications are consideration to the City in entering into this Agreement, the CEO shall have the right to reject any proposed outside subconsultant or subcontractor for this work deemed by the CEO, in the CEO's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subconsultants or subcontractors or to limit the percentage of work to be performed by them, all in the CEO's sole and absolute discretion. The CEO shall exercise reasonableness in making such decisions regarding subconsultants or subcontractors.

C. Consultant is subject to D.R.M.C. §20-112 wherein Consultant is to pay its subconsultants in a timely fashion. A payment is timely if it is mailed to the subconsultant no later than seven 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).

#### **11. NO DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under this Agreement, Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

#### **12. SMALL BUSINESS ENTERPRISES:**

The Consultant is subject to the 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 Twenty Five (25%) MWBE. 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-consultants and sub-consultants 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 Twenty Five (25%) MWBE, for the duration of this Agreement, unless the City initiates a material alteration to the Scope of Work.

#### **13. PREVAILING WAGE:**

Consultant shall comply with the 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 the City in accordance with D.R.M.C § 20-77.

#### **14. INSURANCE:**

A. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the 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 the 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. In addition to the completed and executed certificate, Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

C. 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.

D. Unless specifically excepted in writing by the City's Risk Management Administrator, Consultant shall include all subconsultants 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 subconsultant, or each subconsultant shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subconsultant complies with all of the coverage requirements.

E. The parties hereto understand and agree that the 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 the City and County of Denver, its officers, officials and employees.

#### **15. DEFENSE AND INDEMNIFICATION:**

A. To the fullest extent permitted by law, the 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 related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

C. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

#### **16. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

All of the work performed under this Agreement by Consultant shall comply with all present and future 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 the City and County of Denver, as they may be amended or revised throughout the Term of this Agreement.

#### **17. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:**

A. 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.

B. Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 13, "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.

#### **18. OWNERSHIP OF WORK PRODUCT:**

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. Consultant shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

#### **19. 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

CEO. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. 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 the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

**20. COLORADO OPEN RECORDS ACT:**

Consultant acknowledges that the 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 the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential 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 the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

**21. 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 that 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 and DIA Standard Policy and Procedure 6003. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the SVP or the SVP's designated representative.

**22. AIRPORT SECURITY:**

A. It is a material requirement of this Agreement that Consultant shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. Consultant shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Consultant or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

B. Upon execution of this Agreement, Consultant shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Consultant's operations under this Agreement. Consultant shall obtain the proper access authorizations for all of its employees and subconsultants who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of Consultant to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.



C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, Consultant shall take immediate steps to comply with security modifications which occur as a result of the changed status. Consultant may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Consultant's operations at the Airport.

D. Consultant shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Consultant fails to do so, Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to Consultant under this Agreement.

### **23. TERMINATION:**

A. The City has the right to terminate this Agreement without cause on thirty (30) days prior written notice to Consultant, and both Parties shall have the right to terminate with cause on ten (10) days prior written notice to Consultant. In the event of termination for cause, the nonterminating party shall be allowed five days to commence remedying its defective performance, and in the event the party diligently cures its defective performance to the satisfaction of the other party, within a reasonable time, 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.

B. 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 service under this Agreement, Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, Consultant shall have no claim of any kind whatsoever against the 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 the 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 as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Amount.

### **24. 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  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to:

Paul Lewis  
Faithful+Gould, Inc.  
7604 Technology Way, Ste. 4000  
Denver, CO, 80237

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.

**25. RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Consultant, 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 the 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.

**26. 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 the 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 the City and Consultant that any person other than the City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**27. 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 the City's barring Consultant from City facilities or participating in City operations.

**28. 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.

**29. GOVERNING LAW; BOND ORDINANCES; VENUE:**

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

B. 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.

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

### **30. FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices A - E are incorporated herein by reference. Contractor agrees to comply with the provisions listed below and those listed in Exhibit F, incorporated herein by reference.

General Civil Rights - 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 subtier 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.

Federal Fair Labor Standards Act - This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act - This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

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

Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**31. CONFLICT OF INTEREST:**

Consultant agrees that it and its subsidiaries, affiliates, subconsultants, 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 the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**32. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:**

A. 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.

B. The Consultant certifies that:

(1) 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.

(2) 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.

C. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) 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.

(3) 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.

(4) 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.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three 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 subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

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

### **33. ADMINISTRATIVE HEARING:**

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 CEO's 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.

### **34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

This Agreement consists of Sections 1 through 37 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix A:	Standard Federal Assurances – Compliance with Non-Discrimination Requirements
Appendix E:	Standard Federal Assurances – Title VI List of Non-Discrimination Authorities
Exhibit A:	Scope of Work
Exhibit C:	Certificate of Insurance
Exhibit E:	Core Staff Labor Rates (incorporated herein by reference)

In the event of an irreconcilable conflict between a provision of Sections 1 through 37 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:

Appendices No. 1 and 3  
Sections 1 through 37 hereof  
Exhibit A  
Exhibit C  
Exhibit E

**35. SEVERABILITY:**

In the event any of the provisions of this Agreement shall be found unenforceable or invalid by any court of competent jurisdiction or any governmental agency having applicable authority, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

**36. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS**

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

**37. CITY EXECUTION OF AGREEMENT:**

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the 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 the City.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-201628525-00

**Contractor Name:** Faithful+Gould, Inc.

By: *C. Rautenbach*

Name: Carin Rautenbach  
(please print)

Title: Snr. Vice President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**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 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).

## I. INTRODUCTION

### A. THE AIRPORT FACILITY DESCRIPTION

Denver International Airport (DEN) consists of the main terminal, hotel, transit center, three airside concourses, five fire stations, maintenance facilities, airport office building, eight parking structures and numerous ancillary support facilities over more than 52 square miles.

### B. BACKGROUND

The mission of Airport Infrastructure Management (AIM) Development of Denver International Airport (DEN) is to Define, Design and Build all of the infrastructure and facility improvements and maintenance at DEN. AIM Development has overall responsibility for achieving the best design to produce the highest quality and safest projects delivered within budget and completed on-time. To achieve this objective, AIM Development augments its staffing needs through the engagement of multi-disciplined Consultants.

### C. GENERAL SCOPE

The Consultant will be a principle source of cost estimating, cost analysis, scheduling, schedule analysis and reporting, Project Management Information System (PMIS) development, implementation and maintenance; and contract administration augmentation and assistance to AIM Development's Project Controls Group within the Project Management Office (PMO). The Consultant will work at the direction of the Senior Director of AIM Development and may augment in-house resources as workload demands and as requested. Special assignments may range from detailed estimating support; development of Independent Cost Estimates (ICEs) for construction proposals; Contractor Change Request (CCR) estimating and review; detailed project scheduling and estimating in support of project development; and in-depth schedule delay analysis. DEN also expects to task the Consultant to provide support in developing project management analysis on specific capital projects or, more generally, trending analysis for the entire DEN capital program. The duration of assignments may vary considerably depending upon the nature and complexity of the requested task.

The Consultant, as deemed necessary by the Senior Director or designated authority, will provide professional, technical and support staff to fill various project controls and management support positions within the AIM Development organization. Typical examples of positions to be filled by the Consultant include, but are not limited to, Estimators, Schedulers, Application Technicians/ Developers/ Administrators and Contract Administrators. The Consultant's personnel will be part of integrated teams consisting of DEN employees and other consultants. They will follow established lines of authority and standard communication procedures established by DEN to ensure all requirements for a task have been met and successfully completed.

Assignments will be made on an "as-needed basis". A task assignment may be a requirement for completion of a project phase or may extend through the full project lifecycle: Define, Design, Build and Close-out phases. Given the nature of these assignments, the Consultant is expected to be capable of expeditiously providing the various services outlined below.

## II. SCOPE OF SERVICES

This scope of services is a general guide to the work AIM Development anticipates and is not a complete listing of all services that may be required. Detailed scopes of work will be defined in each Task Order. The Consultant's personnel will be expected to cover the full range of responsibilities handled by the PMO and Project Controls Group, which generally consists of, but not limited to:

### A. COST ESTIMATING

1. *Conceptual/Budgetary Estimate* - Prepare and/or review project cost estimates for proposed projects based on concept sketches and system narratives developed in the Define Phase. These estimates may include, but are not limited to, design costs, construction cost, options or alternate pricing, extra work and soft costs such as construction management, project management, quality assurance costs, contingency and escalation costs or other project specific items.
2. *Verification of Architect/Engineer's Estimate* – Prepare and/or review cost estimate submitted by the Architect or Engineer to ensure the construction costs of the design are within the budget established in the Define Phase of the project.
3. *Independent Cost Estimates and Negotiations* – Prepare independent cost estimates based on contract drawings and specifications to assist in the establishment of fair and reasonable pricing for Construction Management at Risk contracts, Design-Build contracts, Lump Sum contracts, On-call Contractor Task Order contracts and other contracting methods employed by AIM Development. Participate in price reconciliation meetings and negotiation sessions with the Project Management Team to establish a fair and reasonable price for the proposed scope of work.
4. *Proposal Analysis and Negotiations* – Review and analyze Contractor proposal pricing to determine a fair and reasonable price for the proposed scope of work. AIM Development utilizes various types of contract delivery methods including, but not limited to Design-Build, Construction Management at Risk with a Guarantee Maximum Price (GMP), Lump Sum and Unit Price proposals. Participate in price reconciliation meetings and negotiation sessions with the Project Management Team to establish the contract amount.
5. *Change Pricing and Negotiations* – Prepare cost estimate based on the change documents to establish an acceptable price for the changes to the scope of work. Review and compare the contractor's change request pricing to existing cost estimates, contract values and market conditions for reasonableness and accuracy. May also include negotiation participation and experience with alternative dispute resolution methods and support.
6. *Meeting Attendance* – Attend regular or impromptu meetings to gather information for cost updating, reporting, negotiating or as directed.
7. *Report Creation* – Provide consistent and coordinated reporting and administrative documentation. Keep accurate and detailed project records using AIM Development electronic systems. Prepare reports that may be required in the format and frequency requested by the Senior Director or designated authority.

### B. SCHEDULE DEVELOPMENT, MAINTENANCE AND ANALYSIS

1. *Project Manager Lifecycle Schedule* – Assist Project Manager in developing a project schedule in accordance with AIM Development's project lifecycle phases utilizing a template. The template may be modified to reflect the project scope of work and

anticipated durations. Update progress of the activities, actual start and finish dates as well as maintain the network sequence by following industry best practices.

2. *Analysis of Designer of Record (DOR) Schedule* – Review submitted schedule based on the Designer’s scope of work for compliance with DEN contract specifications and contractual due dates for deliverables.
3. *Analysis of Contractor Construction Schedule* – Review submitted schedules including, but not limited to, preliminary, baseline, monthly updates, changes associated with approved contractor change requests and executed Change Orders for compliance with DEN contract specifications and contractual milestone dates. Participation may be required in negotiation meetings between the DEN Project Management Team and the Contractor. Coordinate with and assist the AIM Development Project Controls Group in maintaining up-to-date schedule information in Primavera P6.
4. *Meeting Attendance* – Attend regular and impromptu meetings to gather information for schedule updating, reporting, negotiating, or as directed
5. *Report Creation* – Provide consistent and coordinated reporting and administrative documentation. Keep accurate and detailed project records using AIM Development systems. Prepare reports that may be required in the format and frequency requested by the Senior Director or designated authority.

## C. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) AND BUSINESS PROCESS DEVELOPMENT AND CONFIGURATION

Provide consultation, design, development, implementation, maintenance, modification, enhancement, integration and update of new and/or existing Oracle Primavera cloud-based and Microsoft SharePoint applications. Provide definition and documentation, such as security requirements, standards compliance and compatibility requirements. Assist in the development of User aides, testing scripts and training materials. Development of training plan and advising on industry best practices for user adoption. Configuration of business processes and development of report views, custom reports and dashboards.

DEN currently uses Oracle Primavera P6 EPPM and P6 Professional Release 15.2; Primavera Unifier Release 15.2; and Microsoft SharePoint 2010 software applications for our project management systems. DEN expects to enhance these systems further to improve DEN’s ability to deliver on-time and on-budget projects with real-time access to project information and status while minimizing the costs associated with the implementation of the Capital Improvement Program.

DEN officially rolled out Unifier in February 2016. DEN’s implementation of Unifier is a phased approach of Crawl, Walk, Run. In the initial roll-out, we are utilizing the following business processes: Budget, Contract, Submittals, Request for Information, Application for Payment (tracking only) and Changes. DEN anticipates making some minor enhancements to Unifier this year.

## D. CONTRACT ADMINISTRATION SUPPORT

Provide general contract administrative support in the form of staffing and personnel experienced in the administration of public sector contacts, as needed.

## E. DOCUMENT MANAGEMENT SUPPORT

Provide support for the management of project documentation, including the filing and coordinated distribution and collection of project paperwork and records within DEN's PMIS, as well as physical submittals for both design and construction projects, as needed.

## F. PROGRAM AND PROJECT ANALYSIS SUPPORT

Provide various analyses including, but not limited to, economic and financial analysis, risk assessment and mitigation, contingency analysis, earned value analysis and performance analysis for the Capital Improvement Program or on a project specific basis.

Considering the potential range of assignments, the Consultant will be expected to provide a team that can be tailored to perform a myriad of project controls functions for individual projects as well as programmatic solutions using a task order format.

## III. FIRM EXPERTISE AND CAPABILITIES

The Consultant must demonstrate considerable expertise in construction estimating and scheduling, with a specific knowledge of the aviation industry, transportation industry and airport operations environment along with a strong understanding of regional economic impacts to capital programs. The Consultant shall be able to provide expertise in regional cost estimating and unit pricing relating to a construction estimate buildup. The Consultant shall be required to work with other consultants of DEN such as designers and general contractors.

Areas of expertise and direct experience include, but are not limited to:

- Cost Estimating and Budgeting
- Quantification and Material Take-offs
- Value Engineering and Analysis
- Labor Wage Rates and Salary Build-ups
- Project Change Management
- Critical Path Method (CPM) Schedule
- CPM Schedule Logic Analysis and Optimization
- Resource Loading Schedules and Updating
- Project Performance Measurement
- Performance/Productivity Management
- Risk and Contingency Management
- Oracle Primavera Unifier
- Oracle BI Publisher Enterprise
- Business Process Management
- Procurement and Contract Management
- Contract Administration
- Electronic Document Control System Development and Maintenance
- Document Management
- Cost Control Systems Development
- Cost Accounting
- Cash Flow Analysis
- Economic and Financial Analysis
- Forensic Performance Analysis

It is very desirable that the Consultant be familiar with the Denver Area in terms of its economic base, its jurisdictional and agency entities, and its policy processes.



#### IV. QUALIFICATIONS OF CONSULTANT'S PERSONNEL

The successful Consultant and Sub-consultants will provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Project Manager, who shall be the operational point of contact with the Senior Director or designated authority. The Project Manager will be experienced and highly qualified in project controls of airport construction, including terminal, landside and airfield work. The qualifications for certain specific duties are set out in Attachment 1 to this Exhibit A, attached hereto. Following is a list of the more common positions filled by this contract. This list identifies the Career Service Authority (City and County of Denver) title, personnel classification number and the maximum base hourly wage rate for the respective position. The City may update the maximum hourly base wages in this list throughout the term of the agreement.

Title	Maximum Hourly Wage Rate
Contract Administrator – CA0752	\$34.72
Administrator I – CA2307	\$45.34
Administrator II – CA2308	\$55.38
Cost Estimator Analyst – CA2322	\$42.41
Senior Cost Estimator Analyst – CA2323	\$48.46
Administrator I – CI2336	\$62.82
IT Project Manager I – CI2420	\$48.11
IT Project Manager II – CI2421	\$54.97
IT Project Manager III – CI2422	\$62.82

It is understood and agreed that the above are maximum rates for which the Consultant will be reimbursed unless authorized by the Senior Director. The Consultant will only charge the actual wage rate. **Said rates are considered base hourly rates and do not include fringe benefits which are included in Submittal 2 – Overhead Multiplier Professional Services.** Payment in excess of these rates shall not be considered in determining the base compensation allowances provided for in the Agreement unless authorized by the Senior Director.

The Consultant agrees that all personnel provided by it to perform services under the Agreement shall be and remain during the time of their employment competent and completely and fully qualified for the duties to which they are assigned. The qualifications for specific roles have been set forth in writing by the City and County of Denver Career Services Authority (CSA). The qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Director reserves the right to advise the Consultant from time to time of further qualifications required and additional types of duties to be performed by the Consultant's personnel assigned to DEN.

## V. CSA CLASSIFICATIONS

Found on the following pages.

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

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**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

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**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201628525 – Project Controls Support**

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**I. MANDATORY COVERAGE****Colorado Workers' Compensation and Employer Liability**

<b>Minimum Limits of Liability (In Thousands)</b>	\$100, \$500, \$100
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- 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.
- If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

**Commercial General Liability****Minimum Limits of Liability (In Thousands):**

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

- That this Agreement is an Insured Contract under the policy.
- Defense costs are outside the limits of liability.
- A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- The full limits of coverage must be dedicated to apply to each project/location.
- If liquor is to be sold or distributed, then Liquor Liability, (\$1,000,000 per claim and \$1,000,000 policy aggregate limit) with the City as an additional insured is required.

**Business Automobile Liability****Minimum Limits of Liability (In Thousands):**

Combined Single Limit	\$1,000
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The policy must provide the following:

- Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 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

### Excess/Umbrella Liability

#### Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

### Technology Errors & Omissions

#### Minimum Limits of Liability (In Thousands)

Per Occurrence	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
2. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
3. Policies written on a claims made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under the Contract is completed.
4. Coverage for advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

## 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**  
**Core Staff Labor Rates**

*incorporated herein by reference*