

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0698
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Agreement between the City and County of Denver and URS Corporation for transportation planning and engineering services related to the Peña Boulevard Corridor at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Agreement between the City and County of Denver and URS Corporation, in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2013-0972, is hereby approved.

COMMITTEE APPROVAL DATE: October 16, 2013

MAYOR-COUNCIL DATE: N/A

PASSED BY THE COUNCIL: _____, 2013
_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: Debra Overn,  Assistant City Attorney DATE: October 17, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: October 17, 2013

AGREEMENT

THIS 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 ("City", "Party of the First Part"), and **URS CORPORATION**, a Nevada corporation authorized to do business in Colorado ("**Consultant**", "Party of the Second Part").

W I T N E S S E T H:

WHEREAS, the City owns, operates, and maintains Denver International Airport ("DIA" or the "Airport") by and through its Department of Aviation; and

WHEREAS, the City desires to obtain professional services to assist the Airport with transportation planning and engineering services related to the Peña Boulevard Corridor Transportation Study; and

WHEREAS, the City solicited and received qualifications for such services and the Consultant 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:**

The City's Manager of Aviation, her designee or successor in function (the "Manager") authorizes and directs all work performed under this Agreement. Until otherwise notified by the Manager, the Project Manager for this Agreement is the Director of Planning. The Project Manager is the authorized representative of the Manager through whom services performed under this Agreement shall be directed and coordinated. Administrative reports, memoranda, correspondence and other submittals required of Consultant shall be processed in accordance with the Project Manager's directions.

2. **SCOPE OF WORK:**

A. **General:** The Consultant will diligently provide professional services for the Peña Boulevard Corridor Transportation Study as designated by the Project Manager, as described in the attached **Exhibit A** ("Scope of Work").

B. **Professional Responsibility:** The Consultant shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement. Consultant hereby represents and warrants to the City that it will perform its services in a professional and workmanlike manner.

C. Notice to Proceed. Consultant is not authorized to commence work prior to its receipt of a Notice to Proceed from the Project Manager. The Consultant acknowledges that any work performed by Consultant prior to the issuance of a Notice to Proceed is performed at Consultant's risk and without authorization under this Agreement.

D. Project Schedule; Time is of the Essence. The parties agree that in the performance of the terms, conditions, and requirements of the Agreement by Consultant, time is of the essence. Consultant agrees to complete all aspects of the Scope of Work by the dates stated in the Project Schedule attached as Exhibit C. Any requests for Project Schedule changes shall be submitted to the Project Manager in writing and shall include an explanation and justification for the proposed schedule change; the Project Schedule may only be changed after such a submittal is made, and after Consultant receives written approval from the Project Manager.

It is understood and agreed by and between the City and Consultant that if Consultant fails to meet the Project Schedule the City may suffer substantial damages. Consultant agrees that the City may withhold payment for tasks not completed in accordance with the Project Schedule as stated in Section 3.D below.

3. COMPENSATION AND PAYMENT:

A. **Fee:** The City hereby agrees to pay the Consultant, and Consultant agrees to accept as its sole compensation for its services rendered under this Agreement, the hourly rates and reimbursable expenses as outlined in Exhibit B.

B. **Payments:** Payments will be made to Consultant in accordance with the City's Prompt Payment Ordinance, D.R.M.C. Section 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.

C. **Invoices:** Payments shall be based upon monthly 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) A brief status report which describes the progress of the work and a summary 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 Scope of Work, the hourly rate 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 that it has examined the invoice and has found it to be correct, shall be included on all invoices.

D. The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced exceeds the amount which should be paid based upon the work which has been performed. The Consultant also agrees that the City may, without interest or other penalty, withhold payment for tasks not completed in accordance with the Project Schedule per Section 2.D above until such task is completed. 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. Section 5-17.

E. **Additional Services:** The Consultant may also perform services hereinafter referred to as Additional Services, which relate to the subject matter of the Agreement but which the Project Manager determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for such services have been authorized in writing in advance by the Project Manager. If Consultant performs additional services under this Agreement, it shall be paid a fee for such services at the hourly billing rates for the classification of the person performing such services, as set out in **Exhibit B**. In no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to increase the Maximum Contract Liability set forth in Section 4 of this Agreement.

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 One Million Five Hundred Eighty Four Thousand Nine Hundred Thirty Eight Dollars (\$1,584,938.00) (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 upon the issuance of a Notice to Proceed ("NTP") to the Consultant by the Project Manager, and shall terminate three years after the date of the NTP, unless sooner terminated as provided in this agreement. Should for any reason the Term expire prior to the completion by Consultant of a task, then in the Manager'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 years after the final payment under this Agreement, any duly authorized representative of the City, including the Manager 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. 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 Section 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.

8. 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 Manager. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the 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 Manager.

9. 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 Manager or his 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 Manager. 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 a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed outside subconsultant or subcontractor for this work deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Manager 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 his sole and absolute discretion. The Manager shall exercise reasonableness in making such decisions regarding subconsultants or subcontractors.

C. Consultant is subject to D.R.M.C. Section 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 (Section 20-107 through 20-118).

10. 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.

11. 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 D 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.

12. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the willful misconduct or negligent performance of work 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.

B. 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.

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.

13. 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 the City and County of Denver.

14. 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 12, "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.

15. OWNERSHIP OF WORK PRODUCT:

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by Consultant shall, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, 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.

16. 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 Manager. 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 Manager 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 Manager, any member or members of City Council, and the Auditor.

17. 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.

18. SENSITIVE SECURITY INFORMATION:

Consultant acknowledges that, in the course of performing its work under this Agreement, that it 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 Deputy Manager or his or her designated representative.

19. 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 Contract 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

20. TERMINATION:

A. The 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 the City for cause, Consultant shall be allowed five days to commence remedying its defective performance, and in the event Consultant diligently cures its defective performance to the City's satisfaction, within a reasonable time as determined solely by the 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 Manager.

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 Contract Amount.

21. 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: Manager of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

Attn: Jeannette Stoufer, Director of Planning

And by City to: URS Corporation
8181 E. Tufts Ave.
Denver Colorado 80237

Attn: Mark C. Schaefer, P.E., PTOE
P. 303.796.4761/ F. 303.694.3946
mark.schaefer@urs.com

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.

22. 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.

23. 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 such 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.

24. 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.

25. 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.

26. 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.

27. 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 Denver Municipal Airport System. The provisions of the attached Appendix No. 1 are incorporated herein by reference.

28. 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.

29. 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.

30. 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 D.R.M.C. Section 20-90. 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 Den. Rev. Mun. Code 20-90.3.

31. 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. Section 5-17. The parties agree that the Manager'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.

32. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This agreement consists of Sections 1 through 33 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Rates and Reimbursable Expenses
Exhibit C:	Project Schedule
Exhibit D:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 33 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 No. 1
- Sections 1 through 33 hereof
- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit D

33. 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 signed electronically by either party in the manner specified by the City.

**END OF CONTRACT CLAUSES
APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW**

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Consultant, 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 Regulations, orders, 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 of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall 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 the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such 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, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number: PLANE-201309450-00

Contractor Name: URS Corporation

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Exhibit A

PEÑA BOULEVARD CORRIDOR TRANSPORTATION STUDY

SCOPE OF WORK

The scope of work for the Peña Boulevard Corridor Transportation Study is designed to determine a solution to the FAA compliance problem for Peña Boulevard. The work scope responds to the initial goals and objectives for this study, which include:

- Find a solution for Peña Boulevard that will satisfy the airport's FAA grant obligations while ensuring continued access and capacity for airport use.
- Work with stakeholders to develop consensus-driven long-term solutions that are financially feasible and equitable.
- Coordinate with other ongoing studies regarding DIA, Airport City Denver, and Aerotropolis.
- Implement a work scope that is collaborative and transparent in its development and evaluation.
- Provide the Mayor of Denver with a recommended solution that will be supported by the FAA and the other stakeholders.

The scope of work for this study has been organized into the following major tasks:

1. Project Management
2. Public & Stakeholder Engagement
3. Baseline Conditions
4. Alternatives Development & Analysis
5. Financial & Economic Analyses
6. Implementation & Phasing
7. Final Documentation

1.0 PROJECT MANAGEMENT

Task Purpose: Project management is an overarching task whose objective is to ensure that the project meets its objectives for scope, quality, schedule, and budget. The task is divided into several subtasks including developing a Project Execution Plan (PXP), Project Management Team (PMT) meetings and ongoing project management, and coordination with other projects.

1.1 Project Execution Plan (PXP)

The URS PXP details the protocols and procedures that will be used to implement this project. With this plan in place, the URS Team has the road map for all team members to successfully complete the project on time, within budget, and to the requirements of DIA.

The PXP will include a detailed team organization, detailed work plan and deliverables, schedule, budget allocation, and quality plan element. It will be updated as needed throughout the project.

1.2 Ongoing Project Management Activities

The URS Project Manager will oversee ongoing project management activities including communications with DIA project staff, stakeholders, and the consultant team.

URS will invoice and be paid monthly for services performed on the project, including Consultant's actual hours, sub-consultant costs, and reimbursable costs.

1.3 Project Management Team Meetings/Conference Calls

Project Management Team (PMT) meetings will be held bi-weekly between the URS Project Manager and the DIA Project Manager. Other key team members, including stakeholder agency representatives, will be involved in PMT meetings as appropriate. The bi-weekly meetings will identify critical issues, plans to address them, and ensure that the project direction is on track with the schedule.

1.4 Special Coordination: Airport City, Aerotropolis

As directed by the DIA Project Manager, the URS Project Manager and select members of the consultant team will participate in regular coordination meetings with the ongoing DIA planning efforts. The URS team may provide presentation materials and relevant technical support to these planning efforts.

1.5 Other Projects Coordination

Coordination with the City and other involved agencies (such as the DRCOG 2040 planning process) shall be a continuing work item through all phases of the project. Coordination may consist of progress and review meetings with the City, work sessions with other Project Managers, or as otherwise directed by the City. If requested, the Consultant will document conferences and distribute notes to the City.

1.6 FAA Coordination/Acceptance

The URS Project Manager and select members of the consultant team will participate in DIA-led coordination meetings with FAA officials. Coordination may consist of scoping meetings, progress review meetings, and coordination of FAA's review of project deliverables. In addition to meetings with FAA's Denver Airports District Office, this task may include one or more trips to the FAA Northwest Mountain Region office in Seattle or FAA headquarters in Washington, DC.

Key Deliverables:

- Project Execution Plan (PXP)
- Meeting minutes and communication reports
- Presentation materials and exhibits
- Monthly invoices and progress reports

2.0 PUBLIC & STAKEHOLDER ENGAGEMENT

Task Purpose: The objective of the Public and Stakeholder Engagement is to accomplish the critical information exchange between the project sponsor (DIA) and those members of the public that can affect or be affected by the project. This information exchange enables DIA to formulate a context-sensitive Purpose and Need, goals and objectives, solution strategies, and analysis process. Selection and implementation of the preferred solution(s) has a much higher chance of success if the public has been engaged in an open, transparent process where they have a genuine opportunity to inform the outcomes. This task has its efforts divided between two major audiences – the key stakeholder entities and the general public.

2.1 Public & Stakeholder Involvement Plan

A Public & Stakeholder Involvement Plan (PSIP) will be developed to document the goals, role, approach, methods, timeline, milestones and products for the outreach effort. The PSIP will be an appendix to the PXP noted in Task 1. It will outline the key stakeholder committee structure and roles for the general public, as well as the general techniques to be utilized. The PSIP will be updated as necessary throughout the project.

Working under the direction of Denver Aviation leadership, a general framework for public and stakeholder involvement could include:

- **November 2013 – December 2013.** Make courtesy notification contact with prioritized jurisdictions. Set overall, comprehensive communications plan and budget with DIA.
- **December 2013 – January 2014.** Hold initial scoping meetings with jurisdictions, independent of but synchronized with the DIA Master Planning, Airport City, DRCOG 2040 and Peña Blvd Task Force. Host DIA initial scoping meeting and execute public outreach and publicity.
- **January 2014 – July 2014.** Make FAA-HQ level briefing to present findings and show good faith effort. Continue engagement with Master Planning, Airport City, and DRCOG 2040. Up to eight public or business briefings as requested by jurisdictions. Communications coordinated with local PIOs.
- **August 2014 – December 2014.** Hold two public meetings (August, December) to report progress and gain feedback. Continue engagement with master planning, Airport City and DRCOG.
- **January 2015 – June 2015.** Present to FAA-HQ preliminary study results and evidence of consensus. Present preliminary study results to interested jurisdictions as timely and synchronized with other planning efforts. Hold final public meeting (May).
- **July 2015 – December 2015.** Present to FAA-HQ final study results and evidence of consensus. Present study results to interested jurisdictions. Finalize, print and release the Peña Boulevard Corridor study report. Coordinate with DRCOG Metro Vision submittal process. Make contact with state legislators for possible legislation.

2.2 Scoping Process

Working under the direction of Denver Aviation leadership, the Consultant will conduct a Scoping Process at the beginning of the project. This effort will focus on informing the public and key stakeholders about the project and obtaining their feedback on the project problems and needs, goals and objectives, critical issues, the alternatives development process, and any topics of particular interest to these groups in terms of issues and solutions. The Scoping Process Results will provide clear input for DIA's consideration on the Purpose and Need and critical issues in the alternatives analysis process. Documents to initiate and to summarize the Scoping Process will be completed.

2.3 Purpose and Need

The Consultant will develop a Purpose and Need document based on input from DIA and the FAA, the Scoping Process results, and the initial review of previous studies and draft baseline conditions. This document will provide supporting information on project goals and objectives and will provide the framework guidance for the project development.

2.4 Key Stakeholder Interviews

In consultation with Denver Aviation leadership, the Consultant will conduct up to 15 key stakeholder interviews during the Scoping Process. These will be individual or small group sessions to drill into the details of interests, issues, and concerns from key stakeholder entities that often do not become apparent in larger outreach sessions. Each interview will be documented and the full set of interviews will be summarized in a form to support the Purpose and Need development and subsequent efforts in Alternatives and Financial Analyses.

2.5 Stakeholder Meetings – Policy Advisory Committee (PAC)

Building on the current Peña Corridor Task Force, a Policy Advisory Committee (PAC) consisting of key stakeholder entities will be created by the Denver Aviation leadership team and engaged throughout the project. The PAC is the overarching advisory group that provides input to DIA and the FAA on the interests. The PAC will be composed of DIA, FAA, other City and County of Denver departments, CDOT, Adams County, Aurora, Brighton, Commerce City, Front Range Airport, Airport City Denver, the Aerotropolis Initiative, DRCOG, E-470 Public Highway Authority, and others deemed appropriate by DIA and the FAA. It will meet for key recommendation milestones and at other points in time as necessary – typically on a quarterly basis throughout the project. Denver Aviation will work with the Consultant to identify the candidate PAC entities and to formalize the invitations for participation. Consultant will provide logistics and organization of facilities/amenities for all meetings.

2.6 Stakeholder Meetings – Technical Advisory Committee (TAC)

A Technical Advisory Committee (TAC) will be created by the Denver Aviation leadership team to support the PAC and consist of a group of technical representatives from the PAC entities that will more closely follow the project in its development. This group will review technical progress and inform the interim results to inform the PAC at key milestones. The TAC will meet more often than the PAC, nominally on a monthly basis using a mix of physical meetings for key milestones or conference calls for interim updates.

2.7 Ongoing Stakeholder Coordination

This subtask provides ongoing coordination with the PAC, TAC, and other key stakeholders in between formal meetings. This coordination will include email updates and individual or small group meetings to work through critical issues in advance of formal meetings.

2.8 Public Meetings

Working under the direction of Denver Aviation leadership, the general public will be engaged at four critical milestones during the project – Scoping plus three times during the alternatives analysis process. This engagement will primarily be conducted with four major open house public meetings in the airport area. Additional small group and neighborhood meetings are envisioned to address localized interests in the project or to participate in other meeting forums already established in the area. With input from Denver Aviation, Consultant will provide logistics and organization of facilities/amenities for all meetings.

2.9 Outreach Support

Outreach support will be maintained through a web site portal (hosting by City and County of Denver, URS or a third-party entity), email newsletters, and an electronic comments tracking mechanism to be incorporated into the project web site. Social media will be utilized as appropriate. An email and contacts database of interested parties will be maintained throughout the project.

2.10 Preferred Alternative Acceptance

The final subtask of the Public Involvement Task will be engaging stakeholders and the general public for final comments on the recommended preferred alternative. This will be accomplished via the meeting forums described earlier and email communication that allow interested parties to comment via the project web site. Consultant will be responsible for responding to comments with input from Denver Aviation.

Key Deliverables:

- **Public & Stakeholder Involvement Plan**
- **Scoping Booklet & Summary Report**
- **Minutes of Key Stakeholder Interviews & Summary Report**
- **Materials/Minutes for PAC/TAC Meetings**
- **Materials/Minutes for Public Meetings and Small Group Meetings**
- **Outreach Support Materials, Web Materials, Email Newsletters, Comments Tracking, etc.**
- **Public Involvement Summary Report**

3.0 BASELINE CONDITIONS

Task Purpose: This task sets the foundation for the development and analysis of options to address the needs for this study, divided in Existing and Future Conditions subtasks. This effort will rely heavily on the recent traffic study at DIA but will also gather and synthesize readily available information from the Airport City Denver planning efforts and from comprehensive plans from neighboring communities.

3.1 Institutional Arrangements, Agreements

Current intergovernmental agreements between study area stakeholders concerning land use, transportation and other public infrastructure will be identified and documented. The 1988 Intergovernmental Agreement on a New Airport (the "IGA") between the City and County of Denver, Adams County and adjoining cities of Aurora, Brighton, Commerce City, Federal Heights, Thornton, and Westminster will be of primary interest to this study effort. Correspondence between the FAA and Denver Aviation concerning Grant Assurances and non-airport traffic on Peña Boulevard will be reviewed.

3.2 Identify Data Needs/Sources

A comprehensive identification of multidisciplinary data needs will be compiled. Anticipated existing and future (forecast) data include institutional agreements (from task 3.1), roadway inventories, traffic and safety data (including the recent traffic evaluation of Peña Boulevard), local and regional plans, environmental studies, subarea plans, and transit plans (including station area plans). Assembly of on-airport land use plans will be coordinated with recently completed (2012 Airport Master Plan Update) and ongoing DIA studies.

The Consultant will calibrate and validate the DRCOG Focus model for the corridor for the 2010 base year using the results of the 2010 Front Range Travel Counts (FRTC) household travel survey that was complete subsequent to the original Focus model estimation and calibration.

3.3 Existing Conditions Report

Existing infrastructure and land use conditions will be compiled and documented. The existing conditions report establishes a baseline condition for documenting the state of the current infrastructure, including traffic patterns and historical trends.

3.4 Future Conditions Report

Future conditions, as documented in local and regional planning reports and agreements, will be compiled and documented. Committed (and funded) roadway infrastructure projects will be identified. Agreements for developer-funded improvements will be documented. Future traffic volumes generated from the study traffic model will be utilized in subsequent study analyses.

3.5 Quarterly Traffic Counts/Memos

Twenty-four hour weekday traffic counts on the area roadway network will be collected. To provide a consistent base of traffic data in the study area, counts will be taken at the 40 locations documented in the *Peña Boulevard Corridor Data Collection and Travel Demand Analysis Final Study Report* (October 2012). Quarterly counts (not to exceed 8 count periods over the study duration) will be collected at four locations on Peña Boulevard. Annual counts will be collected at the remainder of the count locations (not to exceed 2 count periods over the study duration). One update of the previous work's origin-destination study will be conducted.

Key Deliverables:

- Data needs technical memorandum
- Existing and Future Conditions memorandum
- Quarterly traffic count records

4.0 ALTERNATIVES ANALYSIS (AA)

Task Purpose: The objective of this task is to identify a preferred solution strategy by developing and evaluating sets of successively detailed alternatives that met the Purpose and Need; are technically, environmentally, financially and politically feasible; are responsive to the interests of the key stakeholders and the general public; and acceptable to both DIA and the FAA.

4.1 Scenarios Development

The principal drivers behind the travel demand and travel patterns affecting the Peña Boulevard corridor are the growth in DIA activity (airport operations, employment), the land use assumptions on and adjacent to the airport, regional population and employment growth, and the transportation network available to serve these activities. This subtask will develop the alternate land use scenario(s) and transportation network cases to be used in addition to the DRCOG land use forecasts and transportation networks so that the sensitivity of the final alternatives to these assumptions can be demonstrated. This subtask will also note any alternate transportation or other network assumptions beyond the DRCOG assumed assumptions. The principal efforts for this task will be coordination with DIA, Airport Cities, Aerotropolis, DRCOG, CDOT, the adjacent communities, and other relevant stakeholders.

4.2 Special Research Tasks

[Task deleted from this scope of services. If required, will be provided by consultant as "Additional Services"].

4.3 Methodology Memos

This subtask will outline the proposed assumptions and analysis approach for various critical subject matter areas in a series of Individual Technical Memos (TMs). This will improve the clarity and acceptability of the alternatives development and comparative evaluation process. Topics to be documented include at a minimum: Alternatives Development, Alternatives Evaluation by Stage, Travel Forecasting, Traffic Analysis, and Cost Estimating. (Economic and Financial Assumptions and Methods will be covered in Task 5.)

4.4 Initial Issues, Ideas, Strategies

This subtask will document the starter set of elemental ideas from which the initial alternatives will be developed – i.e. the building blocks for the alternatives. The purpose of this subtask is to identify a wide range of unconstrained notions that could potentially contribute to the alternatives development process. The initial set will be assessed for applicability with the stage(s) of appropriate alternatives development noted. These Initial Ideas will be identified from several sources including DIA, the FAA, the project team, and the key stakeholders and general public via the Scoping Process.

4.5 Initial Alternatives

A wide range of initial alternatives will be created in this subtask that are broadly defined strategies organized to address the project goals and objectives. They will be composed of building block ideas from Subtask 4.3 and will be generally represented at a "single-line magic marker" level of definition. Sources include previous studies, other relevant projects around the country, input during the Scoping Process, etc. A perspective from goal emphasis will also be developed to ensure a rich set of initial alternatives which include but are not limited to collector/distributor roadways, tolling, special districts, cost sharing, HOT lanes, and redistribution of non-airport vehicular trips to other roadways. Their evaluation will be a fatal-flaw approach combined with a coarse assessment of the degree to which an alternative may address the project goals and objectives. Principal evaluation criteria categories include qualitative degree of goal achievement, order of magnitude cost estimates, an assessment of potential stakeholder, community, and environmental acceptability, and an indication of any potential fatal flaws. The results of the Initial Alternatives Analysis will provide the constituents necessary to formulate

refined alternatives in the next subtask and will likely include new or modified alternatives in addition to options being set aside. The focus of the initial alternatives analysis stage is to set aside fatally flawed or extremely poor performing strategies while advancing a rich set of potentially feasible solutions into the next stage. Alternate land use/other scenarios will not be considered in this stage.

4.6 Conceptual Alternatives

The smaller set of alternatives in this stage will be much better defined than in the previous stage. A refined approach to the evaluation results will be completed as defined in the various methodology memos. Alternatives will be compared in a generally relative fashion to identify the best set, including new or modified options, to advance into the detailed alternatives analysis stage. The approximate financial/political feasibility of each alternative will be portrayed. A qualitative assessment of how the alternate land use/other scenarios may affect the outcome will be completed in this stage.

4.7 Detailed Alternatives

This stage will consist of defining a small but potentially feasible set of solutions in greater detail with the full set of criteria applied in the comparative evaluation in an absolute rather than relative manner. The degree of goal achievement, cost and cost-effectiveness, stakeholder and public support or opposition, financial requirements and likely acceptability, will be fully examined. Alternate land use and other scenarios will get a full examination in this stage.

Traffic forecasts for the alternatives will be developed using the 2040 Focus model. Up to five (5) alternative roadway network/land use scenarios will be tested using the 2040 Focus model.

4.8 Preferred Alternative Identification & Refinement

The results of the Detailed Alternatives Analysis will be assessed by the DIA, the FAA, and the project team, along with the key stakeholders and general public. Out of this effort will come the recommended preferred alternative. This preferred alternative could be one of the final detailed alternatives or a combination of elements from the set of final detailed alternatives.

[Preparation of schematic level concept plans depicting the Preferred Alternative is deleted from this scope of services. If required, will be provided by consultant as "Additional Services"].

4.9 Analysis Summary Report

This report will document the results of the Alternatives Analysis including the alternatives considered, the rationale for the recommendations for advancement at each stage, and basis for the formulation of the Preferred Alternative.

Key Deliverables:

- Land Use and Transportation Scenarios
- Technical Memos on Subject Matter Assumptions and Methods
- Special Research Results
- Alternatives Definition and Evaluation Results for Each Analysis Stage
- Preferred Alternative Summary Report and Schematic Concept Design
- Alternatives Analysis Summary Report

5.0 FINANCIAL & ECONOMIC ANALYSES

Task Purpose: To help assess the viability of mobility alternatives, financial analysis of each option will be conducted. While several promising candidate financial mechanisms have already been identified, the focus of this task will be to identify fair, equitable, marketable, and politically suitable mechanisms for financing the preferred solution(s) over time.

5.1 Methodologies & Research

Initial research will assess institutional requirements and constraints for the generation and use of revenues. A focus is on a determination as to whether the use of Airport revenue is restricted by the FAA to operating and capital costs for the Airport, or whether new revenue streams, such as tolls or special districts, can be used to fund non-airport expenditures for Peña Boulevard. This subtask will also document proposed methods for performing the financial analyses as part of the evaluation of alternatives.

5.2 Baseline Economic Benefits Analysis

Current revenue sharing arrangements, including use of DIA revenues for airport-related transportation uses, from the 1988 IGA will be reviewed and documented as the baseline condition for an economic benefits analysis of mobility alternatives. Further, this subtask will develop an understanding of the distribution of benefits and costs for other transportation infrastructure commitments already in the regional and local plans.

5.3 Initial Financial Ideas/Strategies

Based on requirements and constraints identified in tasks 5.1 and 5.2, initial alternative funding strategies will be determined. Tolling and special districts (including special assessment, tax increment, economic development, or other revenue-raising mechanisms) are anticipated to be the primary focus of initial investigations; alternative funding strategies will be developed to address specific mobility alternatives requirements. To establish baseline requirements, legal restrictions to the development of special district and any limitations on revenues, debt, or other financial aspects will be determined, working with the City's designated legal team.

5.4 Financial Analysis

Financial analyses will be conducted for each mobility alternative carried forward for detailed assessment. The analysis will assess the revenue-producing capability and adequacy to compare to the capital and operations needs of the various alternatives. For tolling alternatives, the financial analysis will develop tolling approach and conduct comprehensive analysis of traffic and revenue, tolling regime and expected operating and capital costs to be funded from toll revenues. For special district alternatives, the analysis will establish the area of benefit from which a special district could be created to generate sufficient revenues to meet funding needs for the long-term development of Peña Blvd.

5.5 Financial Analysis Summary Report

Coordinated with the development of alternatives and results of the stakeholder outreach process, a financial analysis summary report will document the results of the financial analysis of all options, both public and private. The results will be formatted as a comparative approach to securing the best financial option that generates the public support and produces the optimal revenues to meet project funding needs.

Key Deliverables:

- Financial methodologies and constraints memorandum
- Financial analysis summary report

6.0 IMPLEMENTATION & PHASING

Task Purpose: This task takes the results of the Preferred Alternative Identification and the financial analysis, and develops a phasing plan of improvements and institutional actions necessary to implement the solution.

6.1 Phasing Plan

The phasing plan will show the recommended improvements, the year for their implementation, and the financial and institutional arrangements necessary for their planning, environmental, design, construction, operations, and maintenance.

6.2 Next Steps

The results of study will support a series of actions for the next five years. The plan for “next steps” will identify the required action, the implementing stakeholders(s), probable costs (for budgeting) and expected outcomes.

Key Deliverable:

- Phasing plan and Next Steps technical memorandum

7.0 FINAL DOCUMENTATION

Task Purpose: Task 7 develops the final documents of the results of this study including the Final Report, Executive Summary, and DRCOG Metro Vision submittal.

7.1 Final Report and Executive Summary

Technical memorandum developed for key study tasks will be compiled into a comprehensive final report that documents the study purpose and need, stakeholder engagement, baseline conditions assessment, development and screening of alternatives, and financial analysis. The final report will be formatted with an Executive Summary and comprehensive appendices.

7.2 Other Summary Materials/Project Records

Materials developed during the course of the study, including data collection files, materials prepared for public outreach effort, and the like will be compiled and submitted for documentation of the study process.

7.3 DRCOG Metro Vision Submittal

Documentation of the preferred alternative will be prepared in a format suitable for inclusion in the DRCOG Metro Vision 2040 Regional Transportation Plan.

Key Deliverables:

- Final Report and Executive Summary
- Study Documentation File
- DRCOG Metro Vision project application

**Exhibit B
LIST OF BILLING RATES**

Firm Name: Cambridge Systematics

Labor Classification	Hourly Billing Rate
Principal	\$279.45
Senior Associate	\$213.51
Associate	\$162.56
Senior Professional	\$139.40

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

P.1 of 7

**Exhibit B
LIST OF BILLING RATES**

Firm Name: Communications Infrastructure Group

Labor Classification	Hourly Billing Rate
Principal	\$205.00
Senior Associate	\$105.00
Specialist	\$65.00

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

P. 2 of 7

**Exhibit B
LIST OF BILLING RATES**

Firm Name: Col Tak, LLC

Labor Classification	Hourly Billing Rate
Principal	\$150.00

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

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**Exhibit B
LIST OF BILLING RATES**

Firm Name: Fehr & Peers

Labor Classification	Hourly Billing Rate
Principal	\$225.00
Project Manager	\$155.00
Engineer/Planner	\$125.00
Admin/Graphics	\$100.00

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

P.4 of 7

**Exhibit B
LIST OF BILLING RATES**

Firm Name: LXC Strategies, Inc.

Labor Classification	Hourly Billing Rate
Principal	\$180.00

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

P. 5017

**Exhibit B
LIST OF BILLING RATES**

Firm Name: Public Financial Management, Inc.

Labor Classification	Hourly Billing Rate
Managing Director	\$425.00
Director	\$370.00
Senior Managing Consultant	\$340.00
Senior Analyst	\$290.00
Analyst	\$260.00

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

1. Actual cost of transportation and living expenses of the Consultant's personnel traveling outside of the Denver Metropolitan area, only when authorized by the City under this Agreement.
2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
3. Expendable supplies and services, such as aerial photography other than those normally used in an engineering office, provided especially this Agreement for the benefit of the City will be charged at cost plus Five Percent (5%).

List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

P. 6 of 7

**Exhibit B
LIST OF BILLING RATES**

Firm Name: URS Corporation

Labor Classification	Experience Level	Hourly Billing Rate
Principal		\$ 251
Sr. Project Manager	1	\$ 184
	2	\$ 201
	3	\$ 217
	4	\$ 233
Project Manager	1	\$ 134
	2	\$ 145
	3	\$ 155
	4	\$ 168
Staff Engineer	1	\$ 88
	2	\$ 101
	3	\$ 111
	4	\$ 122
Project Assistant/Support Staff	1	\$ 49
	2	\$ 61
	3	\$ 72
	4	\$ 83
	5	\$ 96
	6	\$ 106
	7	\$ 117
	8	\$ 128
	9	\$ 140
	10	\$ 150

REIMBURSABLE EXPENSES

The additional expenses of the Consultant reimbursable by the City shall include:

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2. Actual cost of reproduction of drawings and specifications, mileage, and parking.
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List of Expenses

Item	Charge Rate
Outside Materials/Supplies/Services	Cost plus 5%
Mileage	IRS rates
Parking	Actual cost

PO 7 of 7

Exhibit C

TASK/SUBTASK	2013												2014												2015																																															
	1			2			3			4			5			6			7			8			9			10			11			12			13			14			15			16			17			18			19			20			21			22			23			24		
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O												
1 PROJECT MANAGEMENT																																																																								
1.1. Project Execution Plan (PXP)																																																																								
1.2. Ongoing Project Management																																																																								
1.3. Project Management Team (PMT) Meetings/Conference Calls																																																																								
1.4. Special Coordination: Airport City, Aerotropolis																																																																								
1.5. Other Projects Coordination																																																																								
1.6. FAA Coordination/Acceptance																																																																								
2 PUBLIC & STAKEHOLDER ENGAGEMENT																																																																								
2.1. Public & Stakeholder Engagement Plan																																																																								
2.2. Scoping Process																																																																								
2.3. Purpose and Need																																																																								
2.4. Key Stakeholder Interviews																																																																								
2.5. Stakeholder Meetings – Policy Advisory Committee (PAC)																																																																								
2.6. Stakeholder Meetings – Technical Advisory Committee (TAC)																																																																								
2.7. Ongoing Stakeholder Coordination																																																																								
2.8. Public Meetings																																																																								
2.9. Outreach Support																																																																								
2.10. Preferred Alternative Acceptance																																																																								
3 BASELINE CONDITIONS																																																																								
3.1. Institutional Arrangements, Agreements																																																																								
3.2. Identify Data Needs/Sources																																																																								
3.3. Existing Conditions Report																																																																								
3.4. Future Conditions Report																																																																								
3.5. Quarterly Traffic Counts/Memos																																																																								
4 ALTERNATIVES DEVELOPMENT & ANALYSIS																																																																								
4.1. Scenarios Development																																																																								
4.2. Special Research Tasks																																																																								
4.3. Methodology Memos																																																																								
4.4. Initial Issues, Ideas, Strategies																																																																								
4.5. Initial Alternatives																																																																								
4.6. Conceptual Alternatives																																																																								
4.7. Detailed Alternatives																																																																								
4.8. Preferred Alternative Identification & Refinement																																																																								
4.9. Analysis Summary Report																																																																								
5 FINANCIAL & ECONOMIC ANALYSES																																																																								
5.1. Methodologies & Research																																																																								
5.2. Baseline Economic Benefits Analysis																																																																								
5.3. Initial Financial Ideas/Strategies																																																																								
5.4. Financial Analysis																																																																								
5.5. Financial Analysis Summary Report																																																																								
6 IMPLEMENTATION & PHASING																																																																								
6.1. Phasing Plan																																																																								
6.2. Next Steps																																																																								
7 FINAL DOCUMENTATION																																																																								
7.1. Final Report & Executive Summary																																																																								
7.2. Other Summary Materials/Project Records																																																																								
7.3. DRCOG Memo Vision Submittal																																																																								

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201309450 – Pena Blvd Corridor Transportation Study

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

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

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. If the Insured is a sole proprietor, they are not required by the State of Colorado to purchase workers compensation coverage.

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

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

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

1. Symbol 1, coverage for any auto. If no autos are owned, then the Hired and Non-owned auto liability must be purchased.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.
3. If the Insured does not carry business auto coverage, they must show proof of insurance for limits currently required by the State of Colorado.

Professional Liability

Coverage: Professional Liability

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

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

1. Policies written on a claims-made basis must remain in force for three years ERP 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.
3. Any cancellation notice required herein must be provided by Certified Mail. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental services performed under the insured's contract with the City.

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- 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.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance 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.