

ON-CALL AGREEMENT

THIS AGREEMENT is made and entered as of the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, through and on behalf of its Department of Aviation (the “City”), and **AECOM TECHNICAL SERVICES, INC.** a California 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 on call professional condition assessment services of airport facilities, infrastructure, and equipment systems;

WHEREAS, the City solicited and received proposals for such services and Consultant’s proposal was selected under Request for Proposal, number 201419568, On-Call Asset Condition Assessment;

WHEREAS, the Consultant is qualified and ready, willing, and able to perform the services as set forth in this Agreement;

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 Chief Executive Officer, her designee or successor in function (hereinafter referred to as the “CEO”) authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described in this Agreement to the Senior Vice President for Airport Infrastructure Management (“SVP”), as the CEO’s authorized representative for the purpose of administering, coordinating, and approving work under this Agreement. The Consultant shall submit its reports, memoranda, correspondence and submittals to the SVP.

2. PROFESSIONAL SERVICES:

A. General: The Consultant will provide on call professional condition assessment services of airport facilities, infrastructure, and equipment systems and on other projects designated by the CEO or the SVP from time to time as described in the attached *Exhibit A* (“Scope of Services”) in accordance with schedules and budgets to be mutually agreed upon.

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. Task Order: The DIA Project Manager, acting on behalf of the SVP, will issue Task Orders to the Consultant for the assessment services. Task Orders will include, but are not limited to, a description of the task and the amount funded for the particular task.

3. COMPENSATION AND PAYMENT; MAXIMUM CONTRACT LIABILITY:

A. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in *Exhibit A*. Any services performed beyond those in *Exhibit A* are performed at Consultant's risk and without authorization under the Agreement.

B. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. Payment Schedule / Invoicing: Subject to the Maximum Contract Liability set forth at section 3.A. of this Agreement, Consultant's fee shall be paid in the following manner:

i. Hourly Billing Rates: The Consultant shall be paid a fee for its services at the hourly billing rate set forth in *Exhibit B*.

ii. Expenses: Subject to receipt by the City of acceptable monthly invoices and supporting documentation from the Consultant, expenses incurred in connection with its work under this Agreement shall be reimbursed in accordance with the following schedule:

- a. Long Distance Telephone Charges at cost
- b. Copying, postage, and courier services at cost
- c. Specialized computer services at cost,
- d. Subconsultants at cost
- e. Parking at cost
- f. Travel at cost
- g. Other expenses with prior written approval of the SVP at cost

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. Vehicle rental costs are allowed when efficiency and economy are served, taking into consideration the elements of time and distance. Use of such vehicle for personal travel shall not be reimbursed. Sleeping accommodation costs are limited to a reasonable amount, taking into account costs of alternate facilities in the location and other relevant factors. Reimbursement for meals and incidentals is limited to the per diem allowed by the City's fiscal accountability rules. Non-business and strictly personal expenses shall not be reimbursed, and hourly rates will not be paid for any period of time a trip is extended for personal convenience.

D. Prompt Payment Ordinance: The City shall process all invoices for payment received from the Consultant on a timely basis in accordance with Denver's Prompt Payment Ordinance, Section 20-107 *et seq.* of the Denver Revised Municipal Code.

E. Source of Funds: All payments 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 is under no obligation to make payments to or to make any future appropriations or allocations to said fund.

4. TERM: The term of this Agreement shall commence on October 1, 2015 and shall terminate on September 30, 2018 unless terminated earlier in accordance with this Agreement.

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

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.

6. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Peña Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. 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.

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

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the

Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

7. COLORADO GOVERNMENTAL IMMUNITY ACT: 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.

8. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and ordinance.

9. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the City's CEO of Denver International Airport thereto. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent of the CEO shall, at the option of said CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of said CEO.

10. INSPECTION 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 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.

11. INFORMATION FURNISHED BY CITY: The City will furnish to the Consultant available information concerning the Airport and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

12. COLORADO OPEN RECORDS ACT: The 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 the 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 the 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 the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the 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.

13. STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR: It is understood and agreed by and between the parties hereto that the status of the 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 9.1.1.(E)(x) of the Charter of the City, and it is not intended nor shall it be construed that the Consultant, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

14. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If this Agreement is terminated by the Consultant, or if this Agreement is terminated by the City for cause, the Consultant shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Consultant performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the CEO approves in writing which he determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Consultant, the Consultant shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. This paragraph specifically excludes any software

licenses, and the rights granted to the City there under, shall, upon termination, cease and the software programs shall be deinstalled and returned to Consultant or destroyed.

D. Upon termination of this Agreement by the City, the 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 for compensation for work satisfactorily performed as described herein.

E. The Consultant has the right to terminate this contract with or without cause by giving not less than thirty (30) days prior written notice to the City.

15. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement and other notices of similar importance shall be made:

by Consultant to: CEO of Denver International Airport
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

and by City to: Alexa Braun
Senior Project Manager
Asset Management Division
717 17th St., Ste. 2600
Denver, CO 80202

16. NO WAIVER OF RIGHT: No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

17. 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 Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

18. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant agrees not to 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 the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

19. CONFLICT OF INTEREST: The Consultant agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The 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 the Consultant by placing the Consultant's own interests, or the interest of any party with whom the 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 in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to the City.

20. TAXES AND COSTS: The Consultant shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City. If the City is exempt from the payment of such sales or use taxes, the City shall promptly, upon the execution of this Agreement, notify and provide to Consultant a tax-exempt certificate.

21. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the 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.

22. NO THIRD PARTY BENEFICIARIES: The 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 the 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 the Consultant that subconsultants and any other person other than the City or the Consultant receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

23. ADVERTISING AND PUBLIC DISCLOSURES: The Consultant shall not reference this Agreement or its work hereunder in marketing or public relations materials without first obtaining the written approval of the CEO, which approval will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been submitted to the SVP for review and approval. The SVP shall review and either reject, modify, or approve submittals in a timely manner so that the Scope of Work is not adversely affected. Nothing herein shall preclude the transmittal of by the City any information to officials of the City, including without limitation, the Mayor, the CEO of Denver International Airport, member or members of City Council, or the Auditor.

24. OWNERSHIP OF WORK PRODUCT: The City may, without restriction, make use materials and documents created by Consultant and/or submitted to the City by the

Consultant under this Agreement. The product of any custom development work performed by the Consultant specifically for the City shall become the sole property of the City.

25. 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 Den. Rev. Mun. Code 20-90.3.

26. DIVERSITY AND INCLUSIVENESS:

A. This agreement is subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (D.R.M.C.) and all Minority Business Enterprise and Women Business Enterprise Utilization and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSBO). The specific goal for this project is 10% Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

B. Project goals must be met with certified participants as set forth in Section 28-65, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C. For compliance with good faith effort requirements under Section 28-67 (b) (2) a. the proposer must solicit the interest of 100% of the firms certified as MBEs and WBEs in the scopes of work of the contract.

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 Airport. The provisions of the attached Appendix 1 are incorporated herein by reference.

28. BOND ORDINANCES; GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to the Airport's General Bond Ordinance 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. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

29. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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 the Consultant and Consultant's agents from City facilities or participating in City operations.

30. CITY SMOKING POLICY: Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

31. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the CEO, shall be valid unless they are contained in an instrument which is agreed to by all the parties with the same formality as this Agreement.

32. SEVERABILITY: In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

33. HEADINGS: The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 35, which precede the signature page, and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services
Exhibit B	Schedule of Rates and Fees
Exhibit C	Certificate of Insurance
Appendix No. 1	Standard Federal Assurances and Nondiscrimination

In the event of an irreconcilable conflict (i) between a provision of Articles 1 through 35 and any of the listed exhibits or attachments or (ii) between provisions of any exhibits or 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
- Articles 1 through 34 hereof
- Exhibit A
- Exhibit B
- Exhibit C

35. 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.

[SIGNATURE PAGES 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:

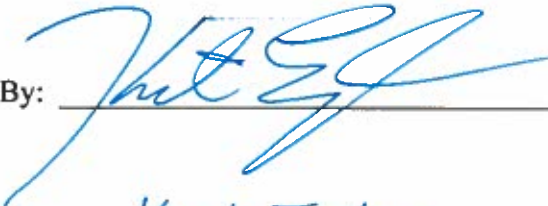
1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred 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-201419568-00

Contractor Name: AECOM

By: 
Name: Kurt Engler
(please print)

Title: Associate Vice President
(please print)

ATTEST: [if required]

By: 
Name: RICHARD KASELOW
(please print)

Title: ASSOCIATE VICE PRESIDENT
(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 _____



Exhibit A

SCOPE OF WORK
ON-CALL CONDITION ASSESSMENT 2015
CONTRACT NUMBER 201419568

December 8, 2014

City and County of Denver



DENVER INTERNATIONAL AIRPORT

Airport Infrastructure Management (AIM)

EXHIBIT A

SCOPE OF WORK

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION:

The Denver International Airport Terminal Complex consist of the main terminal, north terminal support facility, airport office building and seven modules of structured parking with integral vehicle curbsides and three airside concourses and numerous ancillary support facilities to include the South Terminal.

1.2 GENERAL SCOPE:

Provide on call professional condition assessment services of airport facilities, infrastructure, and equipment systems on an as needed basis. These services will include condition evaluation, recommended action and inventorying of the systems investigated. Qualifications of investigating personnel may include but is not limited to:

- A. Mechanical Engineering Evaluation of HVAC and Plumbing Systems
- B. Electrical Engineering evaluation of Low and High Power systems
- C. Structural Engineering and Architectural evaluations
- D. Non Destructive Testing services such as Eddy Current, Ultrasonic and X ray
- E. Specialized system investigative capability as needed

Should a task scope of work require an evaluation discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific task scope of work. The Consultant shall identify a specialty subconsultant for the required discipline and shall submit the subconsultant's qualifications for the City's approval prior to contracting for services with that sub consultant.

1.2.1 The term "Task and Project" when it is used in this Agreement means all of the work associated with the proposal preparation, preparation of specialized equipment and personnel, execution of the evaluation, and a detailed written report of the findings in a manner suitable to the managing director.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK:

2.1 CONSULTANT SERVICES:

The Consultant, as deemed necessary by the Deputy Manager or designated representative, will be required to provide professional evaluation and recommended action services per task scopes of work. The Consultant must be licensed architect or professional engineer in the state of Colorado. The Consultant's general scope of work requirements shall comply with the applicable AIRPORT REGULATIONS and this Exhibit A.

2.2 SERVICES

Specific task scopes of work, which will be issued with a Request for Proposals and which include but are not limited to the following:

- A. Contract Administration
- B. Evaluation as Directed in Appendix B of the Target Facility

- C. Shut down requests as needed per system
- D. Nondestructive testing of assets and/or material
- E. Performance or efficiency evaluation of facility systems
- F. Inventory and tagging services of equipment
- G. Recommendation of action based on evaluation
- H. Report and presentation to stakeholders of evaluation results
- I. Contract closeout services

These facilities and systems to be evaluated may include but are not limited to:

- A. Structural items such as roofs, walls, flooring and caissons
- B. Electrical supply and distribution gear
- C. Other utility distribution such as sewer, water or gas
- D. HVAC Systems
- E. Life Safety related equipment such as fire suppression and detection
- F. Specialized aviation related equipment such as lighting, aircraft service equipment or baggage handling
- G. Roadways, parking garages, bridges, and associated structures
- H. Public conveyances
- I. Public address systems
- J. Automated doorways
- K. Fuel or chemical delivery systems

2.3 SPECIFIC TASK SCOPE OF WORK

2.3.1 The Deputy Manager of Aviation or the designated representative will issue, to the Consultant, a Request for Proposals for a specific task. The City will also issue a task budget. The Consultant shall prepare and submit a fee proposal and its task schedule within 14 days of receipt of the signed task Request for Proposal for On-Call Condition Assessment Services (RFP). See **Appendix A**.

2.3.2 The Consultant's fee proposal shall be by task, broken down by personnel pay classifications, agreed hourly billing rates and hours necessary to complete the task scope of work. The task fee proposal must provide a breakdown for each sub consultant if used.

2.4 TASK REQUEST FOR PROPOSAL

2.4.1 For each task scope of work issued, the City will review the fee proposal and task schedule. The Consultant shall not begin work on any task scope of work without having receiving a fully executed On-Call Services Authorization. In the event of approval of the Consultant's fees and schedule, the Consultant shall perform such work within the time agreed and for the compensation that is approved by the Deputy Manager of Aviation.

2.5 CONSULTANT'S PERSONNEL ASSIGNED TO THIS CONTRACT

2.5.1 The Consultant shall assign a lead project manager, to this contract that has experience and knowledge of industry standards. The project manager shall be the contact person in dealing with the airport on matter concerning this contract and shall have the full authority to act for the Consultant's organization and at the direction of the Deputy Manager of Aviation or designated representative. This project manager shall remain on this contract during the entire contract term, while in the employ of the Consultant. Or, until such time that performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

2.5.2 Should the City request the removal of a project manager; the Consultant shall replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the Deputy Manager of Aviation.

2.5.3 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time, that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager, shall be billed at the project manager hourly billing rate.

2.5.4 The Consultant may submit and the City will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the City.

2.5.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment, to this contract, is subject to the approval of the Deputy Manager of Aviation

2.6 DILIGENCE

The Consultant shall perform the services defined by the individual task scope of work in a timely manner and as directed by the Deputy Manager of Aviation or the designated representatives.

3 COOPERATION

The Consultant shall fully cooperate and coordinate with other consultants and approved DIA contractors performing work at DIA. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's task scope of work. The Consultant's fee proposal for each task shall include coordination with consultants that have current projects and future DIA projects that are identified at the time that the Consultant is preparing a fee proposal.

4 MISCELLANEOUS REQUIREMENTS

4.1 EXISTING FACILITY INFORMATION

4.1.1 City Supplied Documents: As tasks are defined, CCD will make available the necessary contract record documents related to that specific task scope of work.

- A. Electronic files of Construction Drawings (Task Specific)
- B. Available BIM files for areas of work (Task Specific)
- C. Previous findings for system for purposes of trending (Task Specific)

4.1.2 Information Gathering: The Consultant shall include in its fee proposal for each task, the cost of providing personnel at DIA to gather task information from the DIA AIM Records Management section. This shall include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc.

The DIA electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's task fee proposals shall always include field verification of existing conditions.

5. TASK NOTICE TO PROCEED

5.1. The City shall provide written notification to the Consultant to proceed with a task scope of work. This written notification shall come in the form of a signed On-Call Asset Condition Assessment 2015 Authorization. See **Appendix B**. The Consultant shall not be authorized to proceed with the work described in Exhibit A or a task proposal and the City shall not be obligated to fund any work performed by the Consultant, until the City has provided written notification to the Consultant that the work is to be performed.

6. AIRPORT SECURITY REQUIREMENTS

6.1 Airport Badges: The Consultant shall obtain Airport ID badges for personnel who work in the Restricted Area. The cost per Airport ID badge is \$50.00, of which \$0.00 is refundable. Airport ID badges may be obtained from Access Services by filling out an Access Services application and obtaining prior approval from AIM Division. One Airport ID badged person may escort a maximum of six unbadged persons and must maintain supervision of those persons at all times while in Restricted Areas.

7 MISCELLANEOUS PROJECT COST

7.1 Travel Cost and Time: The Consultant's fee proposal for each task shall include all travel, per diem and other costs that the Consultant normally attributes to project development of similar scope and complexity.

7.2 OWNERSHIP OF REPORTS AND FINDINGS

Reports, findings and other documents prepared solely for the Project, whether in tangible or intangible form, including, without limitation, documents, electronic CADD files or computer programs, are works for hire and shall become the property of the City and County of Denver, whether the Project is completed or not. It is acknowledged by all parties that the overall result of the Project will be unique to this Project, and Consultant will not replicate or otherwise use the overall result of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant, subconsultants, the Project Manager, the Contractor or its Subcontractors to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

7.3 The City and County of Denver will grant the Consultant a non-exclusive license to use portions of the contents of the Reports, specifications and other documents on other Projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

7.4 The Consultant acknowledges and agrees that all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant, subconsultants, Project Manager, the Contractor or any of their respective employees or Subcontractors in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by the Consultant to the City of the ownership of, and all rights of copyright in, such items, and the City shall have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between Subconsultants and Contractor or Contractor and Subcontractors shall contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

8 HEADINGS

8.1 The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

END OF EXHIBIT A

Appendix A



1.1

REQUEST FOR PROPOSAL

To: _____
_____ **2** (*Contractor/Consultant name*) _____

_____ **Date:** _____
_____ **RFP Number:** _____

(*Contractor/Consultant*) is hereby requested to provide a proposal for the work detailed below.

DESCRIPTION OF PROJECT: (General description of facility, system or asset to be evaluated for condition)

ORIGINATOR:

Tim White, Project Manager – AIM

Stephen Grace, Supervisor – AIM

Dave LaPorte, Director – AIM

Facility, System, and or Asset

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Required information from Investigation

Required result must include

- | | |
|--|--|
| <input type="checkbox"/> Inventory Result and Tagging Information | <input type="checkbox"/> Inspection results |
| <input type="checkbox"/> Remaining Useful Life | <input type="checkbox"/> Methodology of Inspection |
| <input type="checkbox"/> Repair or Replace Recommendation | <input type="checkbox"/> Final Reports |
| <input type="checkbox"/> Condition Rating on DIA provided rating scale | <input type="checkbox"/> |
| <input type="checkbox"/> Recommended Actions | <input type="checkbox"/> |
| <input type="checkbox"/> Safety or Priority Concerns | |

OTHER INVESTIGATIVE SERVICES:

(Describe other necessary services)

Appendix B



PROFESSIONAL SERVICES TASK ORDER AUTHORIZATION

Date: _____

To:

Contract No.:

Title:

Task Order No.:

Task Order Name:

You are hereby authorized to proceed with On-Call Task Order Authorizations to Contract No. ____ in accordance with your Proposal for Professional Services dated ____, attached hereto and made a part of this Authorization.

Description of Project:

Originator:

Effect on On-Call Services Funds:

Agreement Amount:	_____	A = On-Call Contract Amount	_____
Not to Exceed Amount for this Task Order No.:	_____	B = Amount of OCTO	_____
Previously Authorized Task Order Amount(s):	_____	C = Previous C totals + Previous B	_____
Revised Remaining Amount:	_____	D = Previous D - Current B or (+A-B-C)	\$0.00

References:

Budget Source(s):

CIP Project No.:		FSR No.:		Amount:	-
CIP Project No.:		FSR No.:		Amount:	-
O&M				Amount:	-
	Year	Fund	/	Org.	

 Date
 Project Manager - DIA Airport Infrastructure Management

____, Supervisor Date
 DIA Airport Infrastructure Management

 Date
 _____, Director
 DIA Airport Infrastructure Management

 Date
 Christopher Martinez, Director
 Division of Small Business Opportunity

cc: Stacey Lewis, Dwianne Ladendorf, Marie Surratt, Emmanuel Hangar, Michelle Villafuerte, Scott Dunn, Jennifer Stein

Exhibit B

On Call Asset Condition Assessment

CONTRACT NO.: 20149568

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: August 13, 2013

City and County of Denver



Airport Infrastructure Management Division

EXHIBIT B

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

1 INTRODUCTION

1.1 This Exhibit B describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order(s). The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must propose for written approval for each Task Order as described in Section Three (3) of this Exhibit B.

1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order(s). Submittal of time sheets may be required concurrent with the submittal of each invoice. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order pursuant to Section three (3) of this Exhibit B, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by a revised Task Order/Change Order.

1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.

1.4 The Consultant will keep and retain records relating to this Agreement and will make such records available upon request to representatives of the City, at reasonable times during the performance of this Agreement and for at least six (6) years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

1.5 The Consultant will furnish, or cause to be furnished to the Manager of Aviation, such information as may be requested relative to the progress, execution, and cost of individual Task Orders. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for six (6) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.

1.6 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

1.7 No provision in the Agreement granting the City a right of access to records is intended to impair, limit or affect any right of access to such records, which the City would have had, in the absence of such provision.

2 WORK SCHEDULE

2.1 The Consultant, working jointly with DIA Airport Infrastructure Management, will develop scheduling and management procedures which allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules shall include all of the tasks that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.

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

2.3 Two - Week Schedule: Immediately following the Notice to Proceed and throughout the Task Order, the Consultant shall submit to the Project Manager, a rolling two-week, look-ahead schedule, for the following two week's work.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

3.1 The Consultant may propose, for approval, one of the following measurement alternatives for each Task Order or the overall Program for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.

3.1.1 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the Fee will be allocated to each submittal as defined in the Task Order scope.

3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.

3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month.

3.1.4 Level of Effort: Progress payments will be based on the actual number of man-hours utilized to perform a Task Order. Progress payments (less the appropriate retainage) will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order. Progress payments will not be made for amounts above the Not-to-Exceed (NTE) amount (if applicable).

3.2 Note: Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

4.0 Task orders are issued for projects with a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The Project Manager will determine when the Task Order deliverables have been met. The ultimate value of the Task Order may or may not be the Not-to-Exceed amount.

4.1 The City will provide the Consultant with the format required to process the payment through Primavera Contract Management. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task or the entire Project or each task within the Project.

4.2 By the 10th of each month in which an invoice is submitted, the Consultant shall invoice the City for its achieved progress on each task during the previous 30 day period. The worksheet(s) which the Consultant used to calculate progress for each Task Order must be submitted with each copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DIA Technical Services Contract Administrator.

4.3 The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period.

4.4 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in an Excel file with the name format (last, first or first, last) consistent with the name format in the Employee Lookup Table.

4.5 Payment for invoices received after the 10th of each month may be delayed. Accordingly, timely submission of invoices is required.

4.6 Five percent (5%) of the total amount of each invoice shall be withheld from each progress payment regardless of the measurement alternative selected in section 3 above. The amount withheld (retainage) shall be paid to the Consultant after the Consultant's completion and approval of all submittals as detailed in the CPM schedule and Submittal Log in Primavera Contract Management, required by the Task Order, submittals of all lien releases, and submittal of a final close out invoice. Within six (6) months of the Substantial Completion of a Task Order, the Consultant will forfeit all retainage if Consultant fails to complete all submittals required by the Task Order.

4.7 The Project Manager will review all invoices and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within fifteen (15) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The Manager or his/her designee shall have the authority in his/her sole and absolute discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any task in the invoice has not been achieved.

4.8 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:

- A current Certificate of Insurance providing the levels of protection required per Prime Agreement
- Signed Subconsultant Agreement(s) on: Initial Subconsultants and as new Subconsultants are acquired.

- Final Organizational Chart (Updated with new Subconsultants as they are acquired)
- Authorization Forms (**Attachment B**) for any salaried Professional Personnel Assignment who are not already approved in this Agreement.
- Certifications of M/WBE Subconsultants as evidenced by inclusion on the Certified Directory listing of The Denver Office of Economic Development at <https://denver.mwdbe.com>.
- Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and a facsimile of the employee's signature.

4.9 Monthly Invoice Checklist - Professional Services Agreements (Attachment A**):** The Monthly Invoice Checklist must be submitted with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of Exhibit B will be cause for rejection of the invoice until such time that all requirements are fulfilled.

4.10 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City of Denver, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

5.1 Invoice Report: The Consultant shall submit to the Project Manager an electronic submittal of the Monthly Progress Report with its invoice. This Report shall contain the following sections:

- a.) Executive Summary
- b.) Work Schedule (in a Primavera ".xer" format)
- c.) Cost Status
- d.) Cash Flow Requirements
- e.) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- f.) Status of Task Order
- g.) Drawing/Document Schedule and Status
- h.) Task/Project Schedule and Manpower Status
- i.) Task/Project Activities Planned for Next Month
- j.) Monthly Task/Project Activity and Accomplishments
- k.) Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
- l.) Change Order Log – Approved and Pending

5.2 The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within seven (7) days after Notice to Proceed based on a proposed format prepared by the Consultant. The Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. The "Status of Task Order" report shall be formatted separately for each Task Order Scope of Work.

5.3 Cumulative Invoice Summary Spreadsheet: Prior to the initiation of work, the Consultant shall meet with the Project Manager and determine which items below shall be included to produce a Cumulative Invoice Summary, which will be submitted with each invoice for payment. The Cumulative Invoice Summary spreadsheet shall contain the following information.

- a.) Consultant Name
- b.) Contract Number
- c.) Contract Date
- d.) Contract Term
- e.) Contract Encumbrance Number
- f.) Base Contract Amount
- g.) Individual Additional Services Amounts (if issued)
- h.) Date of Invoice was submitted
- i.) Time period covered by the invoice
- j.) Invoice Number
- k.) Total Billed
- l.) Breakdown of Total Billed for the Prime Consultant
- m.) Breakdown of Total Billed for the Subconsultant
- n.) Approved Total
- o.) Percentage of Retention
- p.) Approved for Payment
- q.) Pending Amounts
- r.) Disallowed Amounts
- s.) Approved Payments to Date
- t.) Balance of Contract
- u.) Approved Payments To Date Percentage of Contract
- v.) Notations at the completion of each contract phase, i.e., design analysis, schematic, etc.

5.4 The Consultant may have spreadsheet formats that are currently in use. The City will review and consider for acceptance in reporting this information. The Consultant may request acceptable sample formats for the Cumulative Invoice Summary.

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

6 SCHEDULE CHANGES AND INCREASES IN PROJECT AMOUNT

6.1 Any requests for schedule changes or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (Indirect Costs)

7.0 All Allowable General and Administrative Overhead expenses are incorporated in the Submittal 2; Overhead / Multiplier Factor Calculation – Professional Services Agreements, and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

7.1 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner:

7.1.1 OFFICE PROVISIONS: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment, etc.

7.1.2 SUPPLIES, EQUIPMENT & VEHICLES: For office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software, etc.

7.1.3 MAINTENANCE AND REPAIR: On office equipment, survey & testing equipment, buildings, vehicles, etc.

7.1.4 INSURANCE: Professional liability, errors and omissions liability, vehicles, facilities, etc.

7.1.5 TAXES: Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc.

7.1.6 MARKETING FEES & PUBLICATIONS: Licenses, dues, subscriptions, trade shows, staff support, etc.

7.1.7 ADMIN & CLERICAL OFFICE STAFF: All administrative, clerical & management support staff not directly involved in the specific project or task.

7.1.8 OTHER INDIRECT COSTS: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs, etc.

7.2 NON-ALLOWABLE OVERHEAD: Including but not limited to: Advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35), etc.. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 ALLOWABLE (NON-SALARY) EXPENSES

8.0 EXPENSES REIMBURSED AT COST: All Allowable (Non-Salary) expenses are reimbursed at cost.

8.1 RECEIPTS REQUIRED: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

8.2 EXPENSES GREATER THAN \$500: All direct expenses greater than \$500 must be pre-approved by the Manager or his/her designee ([Attachment C](#)). Any asset purchased by DIA must be surrendered to DIA at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DIA that is not accounted for at the end of the project or task.

8.3 MILEAGE OUTSIDE OF THE DENVER METRO AREA: Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Manager or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.

8.4 AIRFARE: All travel must be pre-approved on the DIA Advance Travel Authorization Form and signed by the Manager or his/her designee. Airfare will be reimbursed for Economy/Coach class travel only. Seat upgrades will not be reimbursed.

8.5 RENTAL CAR: At cost for standard class or smaller and when required for out-of-town personnel or out-of-town travel.

8.6 LODGING RATE / NIGHT: A maximum of the Lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the Manager or his/her designee.

8.7 MEALS: At the current per diem rate for the Denver metropolitan area as published by the U.S. General Services Administration www.gsa.gov. Per diem meal reimbursements will cease once an individual has relocated to Colorado. Meal receipts will not be reimbursed for those individuals who are covered by a per diem. Alcohol will not be reimbursed.

Meal reimbursements are **not** allowed for employees located in the Denver metropolitan area and attending regularly scheduled or non-regularly scheduled Task Order meetings and/or Task Order related functions in the Denver metropolitan area.

8.8 SPECIAL: Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Manager or his/her designee.

8.9 SPECIALTY CONSULTING: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Manager or his/her designee.

8.10 RELOCATION EXPENSES FOR KEY PERSONNEL: All relocations intended to be submitted for reimbursement must be allowed by the contract terms and pre-approved by the Manager or his/her designee prior to incurring the expense. Unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35) will not be reimbursed. DIA will reimburse only for actual relocation expenses evidenced by receipts. Reimbursement of relocations will be based on the approved receipts submitted up to a maximum of \$20,000.00 for each relocation. Only relocations to the Denver metropolitan area will be considered for reimbursement. Any individual relocated must work on the related Denver International Airport project for at least six (6) months after the relocation or the reimbursement of the relocation will be refunded back to the City.

8.11 PROJECT FIELD OFFICE & EQUIPMENT: Including utilities, rent, communications systems, furniture, fixed equipment, etc.

8.12 PROJECT FIELD SUPPLIES, EQUIPMENT & VEHICLES: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

8.13 NON-ALLOWABLE EXPENSES: Including but not limited to: valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in section 7.2 above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8.14 PREPARATION OF PROPOSALS: Costs for proposal preparation and negotiation will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL REQUIREMENTS

9.1 PRIOR TO COMMENCEMENT OF WORK - SUBMITTALS REQUIRED

9.1.1 Current Certificate of Insurance reflecting the Mandatory Coverage in Exhibit D.

- 9.1.2 Signed Subconsultant Agreement(s) with an Exhibit E listing the subconsultant's core staff rates and a Submittal 2 (Overhead/Multiplier Factor Calculator).
- 9.1.3 Final Organizational Chart of the Prime Contractor and all Subconsultants.
- 9.1.4 Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Subconsultants ([Attachment B](#)).
- 9.1.5 MBE/WBE Certifications as evidenced by inclusion on the Certified Directory listing of The Denver Office of Economic Development at <https://denver.mwdbe.com>.
- 9.1.6 List of the names and titles of Authorized Signers, which document(s) they can sign, and a facsimile of the employee's signature.

9.2 WITHIN 3 DAYS AFTER NOTICE TO PROCEED - SUBMITTALS REQUIRED

- 9.2.1 The Consultant shall meet with the Project Manager for a Pre-Work Meeting.

9.3 WITHIN 7 DAYS AFTER NOTICE TO PROCEED

- 9.3.1 Correspondence Control Methods and Progress Report Format
- 9.3.2 Invoice and Progress Payment Format
- 9.3.3 Work Schedule and Task List formatting
- 9.3.4 The Consultant shall submit their proposed Monthly Progress Report Format

9.4 BIWEEKLY SUBMITTAL

- 9.4.1 The Consultant shall submit a detailed two-week look-ahead schedule of activities for the Task Order.

9.5 MONTHLY SUBMITTALS

- 9.5.1 The Consultant shall submit the Monthly Progress Report.
- 9.5.2 The Consultant shall submit invoicing by the day of the month referenced in section 4.2.

9.6 WITHIN 7 DAYS AFTER REQUEST FOR PROPOSAL FOR TASK ORDER - SUBMITTALS REQUIRED

- 9.6.1 Scope Definitions and Detailed Cost Estimate per task and per sub-consultant, List of Submittals or Deliverables, Drawing and Specification.
- 9.6.2 Work Schedule per task and overall Task Order schedule showing appropriate milestones.
- 9.6.3 The Consultant shall submit the *Exhibit F Task Order Fee Proposal* template detailing the costs of the project.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Contract Management.

10.2 Within 3 days following the Notice to Proceed, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Program.

10.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must maintain an e-mail tracking system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DIA records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DIA procedures, processes and systems.



Attachment A

**Monthly Invoice Checklist
Professional Services Agreements**

Date: _____ **Invoice Number:** _____

Contract Number: _____

Contract Name: _____

Consultant: _____
(Name)

(Address)

Monthly Progress Payment Invoice and Exhibit B Progress Requirements Checklist:

(Place a check in the box to indicate that the item was supplied in accordance with Exhibit B requirements)

- Two Week Schedules for period covered by this invoice (Section 2.4)
- Originals of Sub-Consultant Partial Releases (Section 4.3)
- Invoice Report (Section 5.1)
 - Executive Summary
 - Work Schedule(s)
 - Cost Status
 - Cash Flow Requirements
 - Manpower and Task Completion Variance Analysis, Achieved vs. Planned, and any Planned or Proposed Schedule or Budget Revisions or other Remedial Actions
- Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
 - Status of Task Order
 - Drawing / Document Schedule and Status
 - Task/Project Schedule and Manpower Status
 - Task/Project Activities Planned for Next Month
 - Monthly Task/Project Activity and Accomplishments
 - Identification and Analysis, of any Scheduling, Coordination, or Other problem Areas
 - Change Order Log – Approved and Pending

The preceding and noted reports, schedules and logs have been submitted at the appropriate intervals and in accordance with the requirements of Exhibit B. The Consultant acknowledges that failure to submit the required items will result in the rejection of the Monthly Progress Payment Invoice until such time that all requirements are fulfilled.

Signature Date

Type Name and Title

Attachment B

Professional Employee Authorization Form

Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Employee Title: _____

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

Hourly Rate Charged to DIA: \$ _____
(per the Exhibit Q or Exhibit R previously submitted)

Qualifications: _____

Resume Attached: Yes / No

Facsimile Signature: _____

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

Signature Date

Type Name and Title

Attachment D

Mileage Reimbursement Form

Date: _____

Contract Name: _____

Contract Number: _____ Task Number(s): _____

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

	Consultant / Company	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' enter actual Job Title	Select the appropriate Experience Level	Enter the Employee Hourly Wage (Salary / 2.080)	Multiplier Factor	Hourly Rate Charged to the City
1	AECOM		Other	Principal-in-Charge	Level V, Managerial	\$84.66	2.8221	\$238.92
2	AECOM		Project Manager		Level V, Managerial	\$64.92	2.8221	\$183.21
3	AECOM		Project Manager		Level V, Managerial	\$42.93	2.8221	\$121.15
4	AECOM		Quality-Control Engineer		Level IV, Supervisory	\$71.73	2.8221	\$202.43
5	AECOM		Other	Architectural Systems	Level IV, Supervisory	\$56.56	2.8221	\$159.62
6	AECOM		Other	BIM/MAXIMO Integration	Level IV, Supervisory	\$77.48	2.8221	\$218.66
7	AECOM		Engineer 3	Structural Engineer	Level IV, Supervisory	\$45.02	2.8221	\$127.05
8	AECOM		Cost/Estimating Engineer		Level IV, Supervisory	\$48.09	2.8221	\$135.71
9	Ambient Energy - Subconsultant		Engineer 5	Cx Team Leader	Level V, Managerial	\$48.51	3.7726	\$183.01
10	Mistras Group - Subconsultant		Engineer 3	Non-Destructive Testing	Level IV, Supervisory	\$44.29	2.4717	\$109.47
11	Jensen Hughes (Ref Contract # CE05031)		Engineer 9/Department Head		Level V, Managerial	\$252.62	1.0000	\$252.62

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

Certificate Holder Information:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201419568 – On Call Condition Assessment 2015

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. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

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
Fire Damage Legal - Any one fire:	\$1,000

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

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, Symbols 8 & 9, (Hired and Non-owned) auto liability.
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.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

Each Occurrence and aggregate

\$1,000

\$9,000

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

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

Professional Liability, Design, Engineering and Construction Supervision

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. Coverage must extend, by endorsement or otherwise, to cover the full scope of any and all environmental work performed under the insured's contract with the City.
2. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with the City.
3. Coverage shall apply for three (3) years after project is complete.
4. Coverage is to be on a primary basis, if other professional coverage is carried.

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 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.