

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and WSP USA, Inc., a corporation organized under the laws of the state of New York and authorized to do business in Colorado (“WSP” or “Consultant”) (collectively “Parties”).

WITNESSETH:

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

WHEREAS, City desires to obtain Professional Aviation related consulting services; and

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

WHEREAS, Consultant’s proposal was selected for award of the Concourse Expansion Project Management Team and,

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

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

ARTICLE I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Director, AIM Development (the “Director”). The Director will designate a Project Manager to coordinate Services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

ARTICLE II DUTIES AND RESPONSIBILITIES OF CONSULTANT

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

B. Deliverables. As specified by Task Order.

C. Standard of Performance. Consultant shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Consultant hereby represents to City it will

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

D. Key Personnel Assignments.

1. All key professional personnel identified in the Scope of Work, **Exhibit A**, will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in **Exhibit A** will perform work under this Agreement, unless otherwise 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.

2. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, the Project Manager shall notify Consultant, and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Consultant that certain of its key personnel will not be retained on this project, Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure to obtain the requisite approval shall be grounds for termination for cause in accordance with Article 3, Section B.

E. Subcontractors.

1. Although Consultant may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the CEO. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by City. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

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

3. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

F. Ownership and Deliverables. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by the Consultant or any custom development work performed by the Consultant on or before the day of payment shall become the sole property of the City. Consultant, upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Consultant and the City. Consultant also agrees to allow the City to review any of the procedures the Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three years after termination of this agreement. Upon written request from the City, the Consultant shall deliver any information requested pursuant to this Article II, Section F within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist.

ARTICLE III TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on June 1, 2017 (“Effective Date”), and shall terminate four years from the Effective Date, unless sooner terminated as provided in this Agreement. The City, in the CEO’s sole discretion, may elect to extend the term of this agreement for three additional one year terms. The election to extend, shall also extend all terms and conditions of the agreement and be memorialized in a writing issued to the Consultant by the SVP. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the CEO’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

B. Termination.

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

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

3. Upon termination of this Agreement by City, Consultant shall have no claim of any kind whatsoever against City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of City, Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such

reimbursement is made no later than six (6) months from the effective date of termination. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Liability.

ARTICLE IV COMPENSATION AND PAYMENT

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Forty Five Million Dollars (\$45,000,000.00) (the "Maximum Contract Amount"). Consultant will be performing the services on a time and material basis up to the Maximum Contract Amount. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit E** and vary according to the experience and skill required.

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

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

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

E. Invoices. Payments shall be based upon monthly progress invoices and receipts submitted by Consultant, audited and approved by City and this Section 3.C. and **Exhibit B**, as follows:

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

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

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

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

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

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

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

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

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

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

2. City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. All coverage requirements specified in

the certificate shall be enforced unless waived or otherwise modified in writing by City's Risk Management Administrator.

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

4. Unless specifically excepted in writing by City's Risk Management Administrator, Consultant shall include all subcontracts performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subcontractor complies with all of the coverage requirements.

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

6. The Parties hereto understand and agree that City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City and County of Denver, its officers, officials and employees.

B. Defense and Indemnification.

1. Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

2. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant's duty to defend and indemnify City shall arise even if City

is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

3. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy. In addition to the duty to indemnify and hold harmless, Consultant will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Consultant, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Consultant.

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

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

C. DISPUTE RESOLUTION. Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The parties agree that the determination resulting from said administrative hearing shall be final, subject only to Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE VI GENERAL TERMS AND CONDITIONS

A. Status of Consultant. It is agreed and understood by and between the parties hereto that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of City and County of Denver, and it is not intended, nor shall it be construed, Consultant or its personnel are employees or officers of City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Compliance with all Laws and Regulations. All of the work performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations and codes of

the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver.

D. Compliance with Patent, Trademark and Copyright Laws.

1. Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

2. Consultant further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section I, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices. Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to:

Michael B. Unger
Vice President and Area Manager, Colorado/Wyoming
WSP USA, Inc.
1600 Broadway, Ste. 1100
Denver, CO 80202

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

F. Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenant or default

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

G. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Consultant that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

H. Governing Law; Bond Ordinances; Venue.

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

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

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

ARTICLE VII STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness.

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

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

B. Small Business Enterprises. Consultant is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is 10%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this

Agreement was awarded 10%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

C. City's Non-Discrimination Policy. In connection with the performance of Services under this Agreement, Consultant agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert the foregoing provision in all subcontracts hereunder

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

E. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

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

In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant's objection to disclosure, including prompt reimbursement to City

of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

G. Examination of Records.

1. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, the Federal Aviation Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

2. Consultant agrees until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of City, including the CEO, City’s Auditor or their representatives, shall have the right to examine any pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

H. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in City’s barring Consultant from City facilities or participating in City operations.

I. City Smoking Policy. Consultant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

J. Conflict Of Interest. Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Consultant by placing Consultant’s own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of City. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict.

Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to City.

K. Prohibition Against Employment Of Illegal Aliens To Perform Work Under this Agreement.

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

2. The Consultant certifies that:
 - (a) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (b) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Consultant also agrees and represents that:
 - (a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (b) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (d) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
 - (e) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
 - (f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.

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

ARTICLE VIII STANDARD FEDERAL PROVISIONS

A. Sensitive Security Information. Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security

Information ("SSI"), as material is described in federal regulations, 49 C.F.R. part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office.

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

C. Federal Rights. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

ARTICLE IX CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

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

In the event of an irreconcilable conflict between a provision of Articles I through X and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix A
Articles I through X hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit E

ARTICLE X CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either party in the manner specified by City.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

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

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations, or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

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

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant

thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

**EXHIBIT A
SCOPE OF WORK**

**CONCOURSE EXPANSIONS PROJECT MANAGEMENT TEAM
CONTRACT NO. 201631389
DENVER INTERNATIONAL AIRPORT**

A. INTRODUCTION

The mission of the Airport Infrastructure Management (AIM) division of Denver International Airport (DEN) is to Define, Design and Build all of the infrastructure and facilities developments and maintenance projects at DEN. To achieve that objective AIM augments its staffing needs through the engagement of multi-disciplined Consultants. AIM has overall responsibility for achieving the best design to produce the safest, best quality, schedule and budget framework possible.

B. PROJECT OVERVIEW

1. Denver International Airport (DEN) is preparing for a Concourse Expansion Program. The term "Project" when it is used in this Agreement means all of the work associated with the complete lifecycle of the Project, including, Define, Design, Build, and Closeout for the Concourse Expansion Project at Denver International Airport.
2. The purpose of the Project is to increase the number of domestic and International passenger loading gates. The project will provide new holdrooms, correctly resize existing holdrooms, provide concession and office space, loading bridges, walkways, pave new and existing ramp aprons, extend underground fueling, and improve drainage of airfield apron, and connect to new and existing utilities for ongoing operations DEN.
3. This Request for Proposal is for the PROJECT MANAGEMENT TEAM (PMT) for the Project. The work contemplated under this specific contract for the PMT is referred to as the "Consultant" or the "PMT."

C. PROJECT DESCRIPTION

1. To execute the Project, DEN intends to engage in three separate contracts to work exclusively on the Project, these include the PMT, a design teams, and a CM at Risk (CMR) contractors. These Project teams will be co-located at DEN and work collaboratively under the ultimate direction of the AIM Senior Director or their designated representative.
2. DEN has staff and contract firms that will collaborate on the Project in addition to their responsibilities for other work at DEN. These include, but are not limited to; Quality Assurance and Special Inspectors, Material Testers, a Material Testing laboratory, a Geotechnical Engineer, Project Management Support Services, Construction Auditor, and Project Controls. Altogether, the parties assigned to the Project constitute the Project Team.
3. Under this contract the PMT will report directly to the DEN Program Manager. The PMT shall oversee and direct the project team and assigned DEN and contract

personnel. Responsibilities include overall project governance and direction, implementing course corrections as needed. Duties shall focus on project managing, facilitating and measuring effective team integration, making recommendations on adjustments to the Project schedule to reduce risks to airport, change integration of program or other dynamic needs of the airport, and mitigate corrective action as needed.

4. The PMT will ensure that all DEN standards and requirements are followed and applied to the Project. This process with AIM Development will be documented and managed by the PMT in a timely manner to ensure that comments are resolved in a manner satisfactory to the AIM Senior Director.
5. It is the intention of DEN to develop a Project Team that is co-located, fully collaborative, and dedicated to the success of the Project. All personnel are expected to work well in a team environment.
6. The PMT will develop the Project Management Plan, Project Charter, and conduct tollgate meetings with the templates available through AIM Development.

D. GENERAL CONTRACT REQUIREMENTS

1. The Consultant, as deemed necessary by the Senior Director of AIM Development, will provide professional, technical and support staff to fill various positions within AIM's organization to perform or assist with support services which may include defining, design, construction services, closeout and any other support services as required.
2. The Consultant's personnel will be part of integrated teams consisting of CCD employees, other consultants and contractors. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed as measured by AIM Development's, Key Performance Indicators (KPIs)
3. The Line of Authority will generally be as follows; DEN CEO, COO, Senior Vice President of AIM, Senior Director of AIM Development, DEN Program Manager, the PMT, the Design Team, the CM/GC team.
4. During the Project, the PMT is expected to vary from four to 30 full time professionals, technical, and administrative personnel. The preceding numbers of anticipated needs is an estimate only and in no way is a guarantee. AIM expects PMT prepare a document to measure, manage, and adjust the most effective human resource load.
5. The Consultants staff shall perform all services listed herein for the Project as directed by the Senior Director of AIM Development. All personnel assigned to the Project and any changes in personnel must be approved by the Senior Director.

E. PROJECT ASSUMPTIONS

The following are basic assumptions on size and scope. They are not guaranteed and are subject to change.

1. Concourse A-West Expansion
 - a) Gates 10 New Gates
 - b) Right Size 13 Holdrooms
 - c) Footprint 136,000 square feet
 - d) Building Area 482,000 square feet
 - e) Subcores Two new, four stories
 - f) International Nodes Two new
 - g) Basement Full or narrowed
 - h) Paving 72,000 square yards
 - i) Delivery Method CM/GC
 - j) Delivery Date Third Quarter 2020

2. Concourse C-East Expansion
 - a) Gates 10 - 16 New Gates
 - b) Right Size 2 – 4 Holdrooms
 - c) Footprint varies
 - d) Building Area varies
 - e) Subcores Two new, three or four stories
 - f) International Nodes none
 - g) Basement Full or partial
 - h) Paving varies
 - i) Delivery Method CM/GC
 - j) Delivery Date To be determined

3. Concourse A-East Expansion
 - a) Gates 12 New Gates
 - b) Right Size 15 Holdrooms
 - c) Footprint 152,000 square feet
 - d) Building Area 551,000 square feet
 - e) Subcores Two new, four stories
 - f) International Nodes Three new
 - g) Basement Full or narrowed
 - h) Paving minimal
 - i) Delivery Method CM/GC
 - j) Delivery Date To be determined

F. PROGRAM MANAGEMENT

The PMT will be responsible for the following during the overall Project.

1. Project Controls and Reporting, following DEN's current project controls system, which includes the use of Microsoft Office programs (Word, Excel, PowerPoint, etc.), Autodesk Revit and Civil 3D, Textura, Oracle Primavera Unifier, BIM 360 Field and BIM 360 Glue, Primavera P6 EPPM, and Microsoft SharePoint applications. All deliverables and reports shall be in electronic format compatible with DEN's current software applications. Reporting will follow the current Project Management Guidelines (PMG). The PMT will use Oracle Team Member. DEN provides Unifier, P6, BIM 360, and Textura training.

2. The Consultant may be required to provide detailed program information for each phase of a project, such as:
 - a. Monthly Cost Reporting, including preparation of monthly cost and budget reports, monitoring projects costs and payments to contractors, and other cost reports as may be required by DEN.
 - b. Weekly and Monthly Schedule Reporting with the P6 4-square format as developed by AIM Development, including monitoring progress in relationship to the existing baseline schedules, preparing schedule reports, providing schedule recovery recommendations to the DEN team.
 - c. Monthly Progress Reports which may be required in a variety of forms so that varying levels of details are communicated to different management levels within DEN. Provide reports monthly, quarterly, annually, or at other frequency required by DEN.
 - d. Presentations, the PMT shall prepare and make presentation to stakeholders, DEN managers, as dictated by the AIM Project Lifecycle and the public as requested.
 - e. Monthly Progress Reviews. Submittal reviews by DEN, progress reviews by PMT, reported to DEN.
3. Project Budget and Estimating Services. The Consultant shall be prepared to support DEN financial analyses by performing the following:
 - a. Review project hard and soft cost budget estimates as prepared by the contractor, resulting in the establishment of a project baseline budget.
 - b. Analyzing financial consequences of design alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints.
4. Document Control Services
 - a. The Consultant shall maintain files of all project documentation in an integrated, accessible electronic format with a hard copy of permit drawings stored in a retrievable system. This shall include all applicable systems DEN elects to employ, including Oracle Primavera Unifier and BIM 360 Field.
 - b. The Consultant shall maintain status logs of project documents such as design activities and status, requests for information, submittals, substitution requests, and decision and action logs in Unifier.
5. Project Coordination
 - a. The Consultant shall assist DEN staff with project coordination and development efforts with DEN stakeholders, airlines, agencies and other stakeholders, as required and directed by DEN.
 - b. BIM Project Execution Plan (PXP) is a collaborative document. PMT would add info to PXP, then Design team, then Construction team. The PMT will help in developing detail on the PXP process in the Design and Construction Contracts.
 - c. The Consultant shall assist with the establishment, implementation, and modification of project administrative procedures.

- d. The Consultant shall implement and support an Action Item system to track key project activities. The Consultant shall document, coordinate, and ensure implementation of stakeholder programming and design review input.
- e. The Consultant shall ensure coordination of DEN systems are coordinated between concourse expansions, existing systems and other programs ongoing in the airport, such as, but not limited to, wayfinding, HVAC controls, Pre-Conditioned Air Plant development.
- f. The Consultant will facilitate coordination and ensure commissioning contractor hired by DEN is coordinating design and construction with a commissioning plan.

G. PROJECT DEVELOPMENT SERVICES

1. DEFINE PHASE:

When a facility need has been identified by DEN, it is assigned to a Project Manager and the Project Define Phase is initiated. During this phase the Project Manager meets with the Project Sponsor to further refine and quantify the facility need. Alternatives may be reviewed, cost estimates and schedules are prepared. The project request is then presented to the AIM Leadership Team for approval to be incorporated into the Capital Improvement Program.

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

- (a) The Consultant shall review planning and programming studies, which may include special engineering studies and reports such as condition assessments, geotechnical investigations, etc for applicability to the Project.
- (b) Prepare the Define Tollgate(s) – Following the PMG, prepare the Define Tollgate for presentation and present as needed to Management and Stakeholders.
- (c) Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for CPC (Capital Planning Committee), Executive Committee and for presentation to the City Council. Presentations may be managed by the Consultant.
- (d) The Consultant shall coordinate with all relevant stakeholders as approved by the AIM Senior Director to refine programming requirements and scope of work.
- (e) The Consultant shall develop a differentiation matrix of responsibilities to clarify scope of design team, contractor team, and owner team for elements of scope that require clarification, such as, but not limited to, low voltage systems and furnishings.
- (f) The Consultant will have a designated Sensitive and security information (SSI) coordinator that will maintain the integrity of all SSI information transferred to the PMT possession.

2. DESIGN PHASE:

During the design phase the PMT manages the necessary outside architectural and engineering consultant and contracts to produce construction documents necessary for the Project.

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

- (a) Coordinate and facilitate the relationship and document preparation between the Design Team and the CMR Team by preparing a Document Package Plan to deliver cost and schedule in components to the Program Manager for acceptance by the AIM Senior Director.
- (b) The Consultant shall coordinate documentation with all relevant stakeholders to refine the project requirements.
- (c) The Consultant shall manage the scope and finances of the design work to ensure the design is completed on time and within budget as accepted by the stakeholders and AIM Senior Director in Design and Build tollgates.
- (d) Assist in the development and distribution of early bid packages.
- (e) Document and assist in the permit process. The Consultant will have a designated permit coordinator very familiar with the City and County of Denver permit processes. This permit coordinator will work to obtain, maintain, manage the permit budget, and closeout all permits necessary to do the work.
- (f) The Consultant shall review construction documents with designated DEN Subject Matter Experts (SMEs), for constructability, impact to DEN operations, and consistency with the project schedule.
- (g) The Consultant will assure proper coordination and documentation of design decisions made on the project with agreed upon design decision form signed by the program manager and AIM Senior Director.
- (h) The Consultant will ensure that the Designer of Record has completed the design adhering to all applicable requirements.
- (i) Meeting Attendance – Attend regular and impromptu meetings to gather information for schedule updating, reporting, negotiating, or as directed.
- (j) Report Creation – Provide consistent and coordinated reporting and administrative documentation. Keep accurate and detailed project records using AIM Development systems. Prepare reports that may be required in the format and frequency requested by the Senior Director or designated authority.
- (k) The Consultant will coordinate and facilitate Spatial Coordination process in BIM 360 Glue by Design team starting at 60% design deliverable and monitor resolution compliance.

- (l) The Consultant will ensure that Design level Asset data is collected per the BIM DSM (Design Standard Manual).
- (m) The Consultant will ensure Commissioning plan is developed in a collaborative effort with design team, CMR team, and owner team.

3. BUILD PHASE:

During the Build or construction phase, the PMT manages the Design Team and the CMR team and coordinate with all project members to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.

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

- (a) The Consultant shall review construction work plans and make recommendations to meet the intent of the design and code requirements.
- (b) The Consultant shall provide training and assist in the ongoing needs of the full-time, on-site inspectors for design-build projects.
- (c) The Consultant shall review construction quality assurance/quality control plans.
- (d) The Consultant shall review construction safety plans and coordinate with the DEN ROCIP or OCIP
- (e) The Consultant shall monitor environmental inspection for Contractor's compliance with environmental regulations. This will be done in coordination with AIM Sustainability.
- (f) The Consultant shall manage and review for contract and code compliance the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between Consultants and DEN. The Consultant shall maintain a log of all submittals, RFI's, deficiencies, non-conformance reports, and punch lists.
- (g) The Consultant shall identify problems encountered in accomplishing the Work and recommend appropriate action to DEN in order to resolve problems with a minimum effect on the timely completion of the project(s).
- (h) The Consultant shall use Unifier to maintain a log of any requests for information and shall prepare DEN non-technical responses.
- (i) The Consultant shall review progress pay application requests for accuracy and recommend approval.
- (j) Ensure that as-built and asset data is collected and logged in a timely manner.
- (k) Coordinate and facilitate Clash Detection process by CMR.

- (l) Coordinate and facilitate R300 process for Design Team once Clash Detection process is complete.
- (m) The Consultant shall review design/construction reports, as-built drawings, and other construction documentation and ensure information is captured in the DEN record keeping system.
- (n) The Consultant shall run and/or attend all project related meetings and prepare meeting minutes. The Consultant shall review and communicate information presented to Airport managers and all attendees.
- (o) The Consultant shall monitor compliance by all Airport Consultants of all contract terms and conditions including, but not limited to, CCD General Conditions, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
- (p) The Consultant shall administer, with DEN Project Controls, the evaluation and negotiation of change orders and prepare and process change orders and contract modifications.

4. CLOSEOUT PHASE:

During the Closeout phase, AIM finalizes payments, warranties, and record documents for each task.

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

- (a) The Consultant shall conduct final inspections prior to project acceptance, notify DEN in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the projects.
- (b) Ensure that as-builts and warranties and assets are coordinated with the Asset Management section and translated to Maximo.
- (c) The Consultant shall perform project's closeout activities.
- (d) The Consultant shall assure that project as-built model and drawing requirements have been met.
- (e) The Consultant shall support dispute and/or claim resolution analysis and reconciliation efforts.

H. GENERAL COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

1. The Consultant agrees that they shall provide no services until directed by the Senior Director, and that the Senior Director may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof. The Senior

Director's determinations with respect to the amounts of time and number of personnel assigned to one or more projects will be controlling with regard to the amounts of compensation due to the Consultant for such services under this Agreement. The Program Manager will approve time accrued by each employee and manage a budget for overtime.

2. Consultant shall follow the AIM's direction and procedures for coordinating and administering its services under the terms of this Agreement. To facilitate this coordination, the Consultant shall serialize all correspondence associated with its performance under this Agreement and shall maintain correspondence logs in accordance with instructions received from the Senior Director. Prior to the first invoice the Consultant shall submit to the Senior Director's authorized representative, its proposed method of correspondence control which it shall immediately institute upon approval.

3. Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Director, designated AIM employees, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM's goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).

4. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis.

5. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Director prior to commencing their duties under this Agreement, and AIM reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Director in his/her discretion directs.

6. Prior to permitting any person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to the Senior Director. At the discretion of the Senior Director, the proposed person shall be made available for an interview.

7. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the Senior Director.

8. The Consultant will manage Textura with DEN BMS for processing of payments to the Design team and CMR team. The AIM Senior Director will have final signatory authority.

I. QUALIFICATIONS OF CONSULTANT'S PERSONNEL

1. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Program Manager who shall be the operational point of contact with the Senior Director. The Consultant's PM II roles shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work. The Consultant will provide an organization chart, defining what staff they intend to co-locate with DEN to successfully execute the project.

2. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualification set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements. Please provide a detailed description of your company's candidate vetting process.

3. The following is a list of positions and class codes that are expected to be filled on this contract. This is not intended to be a complete list. Additional positions may be added at the discretion of the Senior Director. This list identifies the Career Service Authority (CSA) (City and County of Denver) title and Class Code. Job descriptions for each of these class code positions are provided through links in Appendix A of this SOW.

| <u>Title</u> | <u>CSA Class Code</u> |
|---------------------------------|-----------------------|
| 1. Engineer/Architect Executive | CE2785 |
| 2. Principal Project Manager | CE2784 |
| 3. Project Manager II | CE2294 |
| 4. Project Manager I | CE2291 |
| 5. Administrative Assistant | CC1507 |
| 6. Staff Assistant | CA0751 |
| 7. Contract Administrator | CA1002 |

J. WAGES OF CONSULTANT’S PERSONNEL AND SUBCONSULTANTS

1. The Consultant shall only charge the actual wage rate. Said rates are considered base hourly rates and do not include fringe benefits which are included in the Multiplier Factor. Payment in excess of these rates shall not be considered in determining the base compensation allowances provided for in **Section L CONSULTANT’S MULTIPLIER** of this Agreement unless authorized by the Senior Director.

2. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full and complete compensation therefore, a sum equal to the actual amount of each subconsultant’s invoices paid by the Consultant, **plus an amount equal to 5% of such invoices**, excluding reimbursable expenses incurred by subconsultants. All subconsultants’ billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant’s services.

3. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with the following:

- a. The City shall provide reimbursement for the Consultant’s employee’s automobile travel expenses, when such travel has been specifically authorized in writing by the Senior Director or his authorized representative and when a

vehicle has not been furnished by the City, is payable at the federal rate in effect at the time of the expense. DEN shall be the point of origin for mileage calculation; mileage shall not be paid for commuting to DEN.

- b. The City shall reimburse the Consultant at cost for the Consultant's reasonable and necessary expenses incurred in obtaining DEN access badges, vehicle permits, and parking for its employees and all subconsultant employees who perform services under this Agreement. Consultant's and subconsultants' employees assigned to work at DEN shall be provided regular DEN employee parking.
- c. The City shall reimburse the Consultant for actual, reasonable premiums paid for insurance as required.
- d. The City may reimburse the Consultant for special and unusual costs incurred in the performance of services which were requested in writing by the City under this Agreement utilizing a Reimbursable Expense Authorization. However, such reimbursement shall be made only if the amounts to be reimbursed were approved in advance in writing by the Senior Director, and only if the Senior Director determines that the costs incurred were a necessary part of the services rendered and that such costs could not have been reasonably anticipated and provided for in the Multiplier Factor. **These costs shall be reimbursed to the Consultant at cost plus a markup up to but not exceeding eight percent (8%).**

4. Authorized Tasks. For other certain planning, programming, design and/or construction related services authorized by the City to be performed under this Agreement on a task order basis, the City agrees to pay and Consultant agrees to accept as full and complete compensation therefore, a sum negotiated and agreed by the parties prior to the commencement of the services. The City may make changes to the scope of any authorized task. Upon receiving a change in the scope of the task, the Consultant shall provide a written proposal within fifteen (15) days of the occurrence of the event giving rise to the change. The amount of the change in compensation shall be determined utilizing the same basis as the compensation for the original task.

5. Shuttle Service. The PMT will provide the shuttle service from the co-location facility to the project site and to any designated contractor parking areas.

K. EQUIPMENT / VEHICLES & CARTS / SMART PHONES

1. The City will provide all equipment deemed necessary by the Senior Director for the Consultant's personnel to perform their job duties with the exception of vehicles, electric powered carts, steel toed safety boots, and smart phones.

- (a) The City provided equipment will include standard PPE (including hard hats, vests, eye protection and hearing protection. Excluding steel toed safety boots and any personnel PPE such as but not limited to prescription eye protection or hearing protection.) DEN may provide computers, tablets, and hand tools, testing equipment, and fax and copy machines on an as needed basis as determined by the Senior Director. The City will also provide office space, office supplies, and parking as needed. In the event that specialty PPE is needed to perform the task assigned such as harnesses, lanyards and arresting gear the Consultant shall provide this equipment after receiving written approval by the DEN Senior Director. The Consultant will be reimbursed the approved rental or purchase price of this equipment.

2. Vehicles and electric powered carts shall be provided by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Director. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the Senior Director. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles shall also meet all DEN, FAA and TSA requirements to access the airfield.
3. All costs related to the vehicles and carts meeting these requirements shall not be included in the multiplier but shall be included in a monthly cost to the City. Monthly vehicle and cart costs shall be divided into different billing line items. There shall be separate billing line items for full time vehicles and carts. In addition there shall be separate billing line items for project assigned vehicles and carts. All monthly costs shall include, but are not limited to, maintenance, fuel, insurance, rental or purchasing agreements and repairs.
4. Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage off DEN property shall be approved, in advanced by the Senior Director and shall be reimbursed at the current federal rate per mile.
5. The Consultant shall insure that all employees that are assigned work that requires steel toed safety boots per OSHA regulations possess such boots. This cost shall be included in the multiplier. In addition, it shall be a requirement of continued work at DEN that these employees wear these boots in every instance which is required.
6. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the multiplier.

L. CONSULTANT’S MULTIPLIER FACTOR

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

| | | |
|--------------------|--|------------------------|
| Base Hourly Salary | 1.00 / | Overtime Hourly Salary |
| + | Payroll Labor Burden | x.xx / x.xx |
| + | Indirect Personnel Expense | <u>x.xx / x.xx</u> |
| = | Subtotal | x.xx / x.xx |
| + | Profit (% of Subtotal) | x.xx / x.xx |
| + | Other Overhead Costs | <u>x.xx / x.xx</u> |
| = | Total Direct Labor Multiplier Factor (MF) x.xx / x.xx | |

2. Payroll Labor Burden will be based on the net actual cost of the mandatory or customary items enumerated as follows: (1) payroll taxes; (2) worker's compensation insurance; (3) group insurance (health and disability); (4) sick leave, holidays and vacations; and (5) pension plans excluding profit sharing or items related to profitability. The selected Consultant will furnish a detailed breakdown of the Labor Burden covering the enumerated components.

3. Indirect Personnel Expense will be based on the net actual wages and associated mandatory or customary payroll benefits and liabilities (items (1) to (5) above) of people whose salaries are not directly chargeable to a particular project.

4. Other Overhead costs are to be based on a recent statement prepared in accordance with Defense Contractors Audit Agency (DCAA) guidelines by a Certified Public Accountant (CPA) or a government agency which may include the items set forth in **Exhibit B**.

5. Pay periods shall match the City and County of Denver's.

END OF EXHIBIT A

Exhibit B

AIM TECHNICAL SERVICES SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2014
City and County of Denver

Contents

| | |
|--|----|
| I. PURPOSE | 3 |
| II. TASK ORDER-BASED CONTRACTS (Airport Infrastructure Management) | 3 |
| 1. Introduction..... | 3 |
| 2. Work Schedule | 4 |
| 3. Progress Payment Measurement Alternatives..... | 4 |
| 4. Invoices and Progress Payments..... | 5 |
| 5. Monthly Progress Report Development | 6 |
| 6. Schedule Changes and Increase in Project Amount | 7 |
| 7. Allowable General and Administrative Overhead (Indirect Costs)..... | 7 |
| 8. Allowable (Non-Salary) Expenses..... | 8 |
| 9. Summary of Contract Task Order Control | 9 |
| 10. Information Management Format and Electronic-Mail Protocols..... | 10 |
| Attachment A – Monthly Invoice Checklist..... | 12 |
| Attachment B – Professional Employee Authorization Form..... | 13 |
| Attachment C – Expense Greater than \$500 Approval Form | 14 |
| Attachment D – Mileage Reimbursement Form | 15 |
| Attachment E – Advance Travel Authorization Form..... | 16 |

I. PURPOSE

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

II. TASK ORDER-BASED CONTRACTS (Airport Infrastructure Management)

1. Introduction

1.1 This Exhibit B describes the Consultant's obligations to prepare and submit budgets and manpower + equipment estimates based upon Exhibit E and Exhibit A Scope of Work of the Agreement combined with DEN project schedules, invoices, and daily QA & progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in Section Three (3) of this Exhibit B. Billing shall be at one line item per active Task Order per monthly invoice.

1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Submittal of time sheets is 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 three (3) 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 Chief Executive Officer (CEO), 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 three (3) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.

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

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.

3. Progress Payment Measurement Alternatives

3.1 DEN will propose and the consultant may offer alternatives, one of the following measurement alternatives for each Task Order 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 Level of Effort: Progress payments will be based on the actual number of man- hours utilized to perform a Task Order. Progress payments 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).

a. Compensation for hours worked. The Consultant's compensation for total hours worked shall be established by adding each individual non-exempt employee's regular and overtime wage totals for a gross monthly payroll and multiplying the sum so obtained by the appropriate "Multiplier Factor" in accordance with the following:

$$\begin{aligned} & \text{Gross monthly payroll of hours times } \mathbf{2.4281} \\ & = \text{Consultant's total compensation for hours worked (labor) at DEN} \end{aligned}$$

Plus the Consultant's total compensation for hours worked by the Consultant's other employees assigned to perform work under the Agreement but not assigned to City office space shall be **2.9130** for hours.

b. Hourly wage rates. Hourly wage rates shall be established in accordance with the Schedule of Personnel Classifications as described in **Exhibit E** to the Agreement; however, the wage rate shall not exceed the maximum rate as published by the Career Service Authority without written approval by the Senior Director. Compensation paid to any subconsultant's employees who perform services under this Agreement shall be established in the same manner as for direct employees of the Consultant, and governed by the provisions of the Agreement.

c. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount equal to **5.00%** of such invoices. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of the Contract are set out on **Exhibit E** to the Agreement and incorporated therein.

d. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with Section Eight (8) of this Exhibit B.

e. Authorized Tasks. For other certain planning, programming, design and/or construction related services authorized by the City to be performed under this Agreement on a task order basis, the City agrees to pay and Consultant agrees to accept as full and complete compensation therefore, a sum negotiated and agreed by the parties prior to the commencement of the services. The City may make changes to the scope of any authorized task. Upon receiving a change in the scope of the task, the Consultant shall provide a written proposal within fifteen (15) days of the occurrence of the event giving rise to the change. The amount of the change in compensation shall be determined utilizing the same basis as the compensation for the original task.

3.2 Note: Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event manhours and expenses submitted are found to be in error or non-compliance with the scope of work requirements.

4. Invoices and Progress Payments

4.1 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 line item in a contract schedule of values, plus or minus any pre-authorized changes. The Project Manager will determine when the Task Order deliverables have been met.

4.2 The City will provide the Consultant with the format required to process the payment through Textura. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Issuance of task order.

4.3 The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30 day period. If Textura® is to be utilized please see Section 4.11.

4.4 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. If Textura® is to be utilized please see Section 4.11.

4.5 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.

4.6 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 five (5) 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.

4.7 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 Non Exempt (hourly) or Exempt (salaried) Personnel Assignment who are not already approved in this Agreement.
- 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.

4.8 Monthly Invoice Checklist - Professional Services Agreements (Attachment A**):** The Monthly Invoice Checklist must be submitted to the project manager 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.

4.9 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.

4.10 Textura®: The consultant recognizes and agrees that it may be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Proposers are urged, when preparing a proposal, to contact the Textura® Corporation at 866-TEXTURA (866- 839-8872) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the consultant and subconsultant for billings for work performed and such costs shall be reimbursed to Consultant by DEN in addition to additional administrative labor costs associated with Textura..

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.) Cost Status
- c.) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- d.) Status of Task Order
- e.) Identification of any Scheduling, Coordination, or Other Problem Areas.
- f.) 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 Issuance of task order based on a proposed format prepared by the Consultant..

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

6. Schedule Changes and Increase in Project Amount

6.1 Any requests for schedule 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 Labor Rates and Classifications Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements, and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

7.1 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 includes, but is not limited to the following, overhead costs as part of the negotiated multiplier as calculated:

7.1.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment, etc.

7.1.2 Supplies & Equipment: 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, 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. However, any applicable Use Taxes applicable to the Agreement shall be reimbursed to Consultant by DEN at cost.

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, Exempt personnel 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: All Allowable (Non-Salary) expenses are reimbursed as specified in a Reimbursable Expense Authorization (REA) issued by DEN for the Contract.

8.1 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt or as otherwise agreed in advance in an REA issued by DEN.

8.2 Expenses Greater Than \$500: All direct expenses greater than \$500 must be pre-approved by the Project Manager or his/her designee (**Attachment C**). Any asset purchased by DEN must be surrendered to DEN at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the project or task.

8.3 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 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (Attachment E) and signed by the Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business related expenses(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure.

Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed.

8.5 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 location of lodging as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.

8.7 Meals: The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.

Alcohol will not be reimbursed. Meal reimbursements are not allowed for consultant employees located in the Denver Metropolitan Area.

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

8.9 Specialty Consulting: Including geotechnical testing, material, weld or other testing not provide by the DEN material testing laboratory, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project 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 Project 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. DEN 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 not provided by DEN: Including utilities, rent, communications systems, furniture, fixed equipment, etc.

8.12 Project Field Supplies, Equipment & Vehicles not provided by DEN: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

8.13 The City shall reimburse the Consultant at cost for the Consultant's reasonable and necessary expenses incurred in obtaining DEN access badges, vehicle permits, and parking for its employees and all subconsultant employees who perform services under this Agreement. Consultant's and subconsultants' employees assigned to work at DEN shall be provided regular employee parking.

8.14 The City may reimburse the Consultant for **Allowable (Non-Salary) Expenses** or special and unusual costs incurred in the performance of services which were requested in writing by the City under this Agreement utilizing a Reimbursable Expense Authorization. However, such reimbursement shall be made only if the amounts to be reimbursed were approved in advance in writing by the Senior Director, and only if the Senior Director determines that the costs incurred were a necessary part of the services rendered and that such costs could not have been reasonably anticipated and provided for in the Multiplier Factor. These costs shall be reimbursed to the Consultant at cost plus a markup up to but not exceeding **five percent (5.00%)**.

8.15 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), Exempt personnel 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.

8.16 Preparation Of Proposals: Costs for proposal preparation and negotiation will be reimbursable.

9.0 Within 7 Days, or other time period agreed upon in advance, After Receipt of Request For Proposal For Task Order – Submittals Required

9.1 Scope Definitions and Detailed Cost Estimate per task

10. Information Management Format and Electronic-Mail Protocols

10.1 Within 3 days following the Issuance of the Contract, the Consultant shall meet with the City to review the City's proposed method of correspondence, email communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Program.

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)

- Invoice Report (Section 5.1)
 - Executive Summary
 -)
 - Cost Status
 - Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
 - Status of Task Order
 - Identification, 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 -Employee Authorization Form

Date:

Contract Name:

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

Company Name: Employee Name: Employee Title: Hourly Rate Paid to Employee: \$

Multiplier Factor: _

Hourly Rate Charged to DEN: \$

(Per the Exhibit E previously submitted)

Qualifications:

Resume Attached: Yes / No

Facsimile Signature:

This employee is approved to work on the above referenced Contract.

Signature Date

Type Name and Title

Attachment C – Expense Greater than \$500 REA Approval Form

Date:

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

Company Name: Employee Name:

Estimated Total Cost: \$

Reason for Expense:

To be completed by DEN personnel:

Capital Assets Y / N

(Including but not limited to: computer equipment, copiers, furniture, vehicles, etc.)

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

The above described expense has been approved.

Signature Date

Type Name and Title

cc: Finance if asset purchase

Attachment D – Mileage Reimbursement Form

Date:

Contract Name: Contract Number: Task Number(s):

Company Name: Employee Name: Travel From: Travel To:

Estimated Total Miles:

Estimated Total Cost: \$

Reason for Travel:

Travel for the above named individual and purpose is approved.

Signature Date

Contractor Work Order Revised

Exhibit E
Core Staff Labor Rates

incorporated herein by reference