

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 **AECOM TECHNICAL SERVICES INC.**, (“**AECOM**” or “Consultant”) (collectively “Parties”) a corporation authorized to do business in Colorado.

WITNESSETH:

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

WHEREAS, City desires to obtain Professional Aviation related consulting services for investigation of condition of various facilities and assets on an as needed basis; 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 on call professional condition assessment services of airport facilities 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. **Exhibit D Task Notice** Proposal shall be used by Consultant to provide Task proposals.

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 ordinarily exercised by members of Consultant's profession who perform work of a similar nature and under similar circumstances to the work described in this Agreement. Consultant hereby represents to City it will perform its services skillfully, carefully, diligently, and in a customary 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, will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in the Exhibits 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 reasonably determines that the performance of approved key personnel is not acceptable, the Project Manager shall notify Consultant, and shall 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 the terms of this Agreement.

E. Staff Augmentation

1. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. The qualification for certain specific duties have been set forth in writing by the Project Manager. The qualification set out are not intended as limitations on the maximum qualifications for each such position or function. The Project Manager reserves the right to advise the Consultant from time to time of further qualifications required of, and additional types of duties to be performed by, the Consultant's personnel assigned to DEN.

2. 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 Director.

3. The City shall provide office space, office furnishing and equipment, telephones, office supplies and tools at DEN for use by the Consultant's personnel in performing most duties under this Agreement. Personnel assignments when DEN will not provide office space and appurtenances will be identified on the task order.

4. 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.

5. The standard work week will be compromised of 40 hours. The Consultant shall plan and schedule its resources such that the services to be provided under the terms of this Agreement are effectively implemented without causing overtime to its assigned staff unless specifically requested and pre-authorized in writing by the City. If authorized in writing by the City, the Consultant's personnel may be required to work overtime hours, Saturday, Sunday, or the holidays listed in this Section.

F. 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 or his/her designee which consent shall not be unreasonably withheld. 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).

G. Ownership and Deliverables. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by the Consultant specifically and exclusively under this Agreement or any custom development work performed specifically and exclusively under this Agreement by the Consultant on or before the day of payment (collectively "Work Product") shall become the sole property of the City. Notwithstanding the foregoing, Consultant is granted a non-exclusive, right to use "lessons learned" from the work produced by this agreement but not the final work product. 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 containing the Work Product 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 G 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 3, 2019 (“Effective Date”) and shall terminate June 2, 2024 unless sooner terminated as provided in this Agreement. 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 Eight Million Dollars and Zero Cents (\$8,000,000.00) (the "Maximum Contract Amount"). Consultant's fee is based on a per task order basis.

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 the Airport System Fund. 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 4.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 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.

(6) Labor rates are found in Exhibit E Core Staff Labor Rate Schedule.

The Contractor agrees that the City and Contractor may require deletions, additions, or modifications to the personnel listed on the Staff Labor Rate Schedule (Exhibit E) with the exception of Pricing, hereinafter referred to as "Staff Schedule Revisions". Any changes to the Staff Schedule will be issued, in writing, and signed by the Project Manager. Those staffing changes will not need require an executed Amendment to this agreement.

Any additions or modifications of personnel shall be remunerated only on the "Hourly Rate Charged to the City" basis of the type of position listed in Exhibit E.

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.

F. 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.

G. Fee: In no event shall the City be liable for any amount in excess of the sum of the Maximum Contract Liability.

H. Consultant shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Consultant expressly acknowledges that they are aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

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

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

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

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

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

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

B. Defense and Indemnification.

1. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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.

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.

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 present and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of 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, authorized agents and employees, pursuant to Article V, Section B, "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 except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

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:

AECOM Technical Services Inc.
6200 S. Quebec Street
Greenwood Village, CO 80111

Attn: Sara Edson

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. Nonexclusive Contract

This is a non-exclusive Contractual Agreement. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

I. 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 20%. 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 20%, 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 of which Consultant is aware. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of City. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict.

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

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

1. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.
2. The Consultant certifies that:
 - (a) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (b) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Consultant also agrees and represents that:
 - (a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (b) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (d) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
 - (e) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
 - (f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.

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

M. Force Majeure. Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

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:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Invoicing Procedures
Exhibit C:	Certificate of Insurance
Exhibit D:	Task Notice for Proposal
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
Articles I through X hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

ARTICLE X CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201738611-00

Contractor Name: AECOM TECHNICAL SERVICES INC

By:  _____

Name: Kurt D. Engler
(please print) _____

Title: Associate Vice President
(please print) _____

ATTEST: [if required]

By:  _____

Name: Richard W. Kaselow
(please print) _____

Title: Associate Vice President
(please print) _____



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Attachment 7

SCOPE OF WORK
ON CALL CONDITION ASSESSMENT 2018
CONTRACT NUMBER 201738611

JUNE 2018

City and County of Denver



Denver International Airport
Airport Infrastructure Management (AIM)

ATTACHMENT 7

SCOPE OF WORK

1 - INTRODUCTION

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

1.2 GENERAL SCOPE: Provide on call professional condition assessment services of airport facilities, infrastructure, and equipment systems on an as needed basis. These services will include condition evaluation, recommended action for sustained or enhanced operations, inventorying of systems investigated, and building information modeling data collection and implementation services. The scope of work will include providing Property Condition Reports and cost estimation of services to provide remedy for findings based on definitions of building systems prescribed in ASTM e2018. Qualifications of investigating personnel may include but are not limited to:

- A. Mechanical Engineering Evaluation of HVAC and Plumbing Systems
- B. Electrical Engineering evaluation of Low and High-Power systems
- C. Structural Engineering and Architectural evaluations
- D. Non-Destructive Testing services such as Eddy Current, Ultrasonic and X ray
- E. Specialized system investigative capability as needed
- F. Building Information Modeling Data Collection and Scanning as specified on each task

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

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

2 - CONSULTANT'S SPECIFIC SCOPE OF WORK:

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

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

- A. Contract Administration
- B. Evaluation as Directed in Appendix B of the Target Facility
- C. Shut down requests as needed per system
- D. Nondestructive testing of assets and/or material
- E. Performance or efficiency evaluation of facility systems
- F. Inventory and tagging services of equipment
- G. Recommendation of action based on evaluation
- H. Report and presentation to stakeholders of evaluation results
- I. Contract closeout services
- J. FCA Data Management planning and integration
- K. FCA Data orientation, familiarization, and training
- L. Assessment process and standards development

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

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

2.2 SPECIFIC TASK SCOPE OF WORK

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

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

2.3 - TASK REQUEST FOR PROPOSAL

2.3.1 For each task scope of work issued, the City will review the fee proposal and task schedule. The Consultant shall not begin work on any task scope of work without having received a fully executed On-Call Services Task Order Authorization form specific to the scoped task order. In the event of approval of the Consultant's fees and schedule, the Consultant shall perform such work within the time agreed and for the compensation that is approved by the Director of Asset Management.

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

2.4.1 Should the City request the removal of a project manager; the Consultant shall replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the Director of Asset Management.

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

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

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

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

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

3 - MISCELLANEOUS REQUIREMENTS:

3.1 EXISTING FACILITY INFORMATION

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

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

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

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

3.2 TASK NOTICE TO PROCEED

3.2.1 Notification: The City shall provide written notification to the Consultant to proceed with a task scope of work. This written notification shall come in the form of a signed On-Call Asset Condition Assessment 2018 Authorization. See **Appendix B**. The Consultant shall not be authorized to proceed with the work described in Exhibit A or a task proposal and the City shall not be obligated to fund any work performed by the Consultant, until the City has provided written notification to the Consultant that the work is to be performed.

3.3 AIRPORT SECURITY REQUIREMENTS

3.3.1 Airport Badges: The Consultant shall obtain Airport ID badges for personnel who work in the Restricted Area. The cost per Airport ID badge is \$10.00. Airport ID badges may be obtained from Access Services by filling out an Access Services application and obtaining prior approval from AIM Division. One Airport ID badged person may escort a maximum of six un-badged persons and must maintain supervision of those persons at all times while in Restricted Areas.

3.4 MISCELLANEOUS PROJECT COST

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

4 - OWNERSHIP OF REPORTS AND DOCUMENTS:

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

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

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

4.2 HEADINGS

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

END OF ATTACHMENT 7

Exhibit B

PROFESSIONAL SERVICES

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: March 2017



City and County of Denver
Denver International Airport

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PURPOSE

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

CONTRACTS

1. Introduction

- a. This Exhibit B describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Work. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete the Work. Those resources are totaled for each phase of the Work. The Consultant then measures monthly progress and prepares invoices on the basis of Work completed.
- b. The Consultant shall be paid on its progress toward completing a task shown on its work schedule. Submittal of time sheets is required concurrent with the submittal of each invoice. Payments will be calculated in accordance with the payment method set forth in to Section three (3) of this Exhibit B.
- c. The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- d. The Consultant will furnish, or cause to be furnished to the Chief Executive Officer (CEO), such information as may be requested relative to the progress, execution, and cost of the Work. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for (3) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.
- e. In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.
- f. No provision in the Agreement granting the City a right of access to records is intended to impair, limit or affect any right of access to such records, which the City would have had, in the absence of such provision.

2. Work Schedule

- a. The Consultant, working jointly with DEN, will develop scheduling and management procedures which allow for seamless communications of its requirements for managing the Work and the City's information requirements to monitor the Consultant's activities. Task Order schedules shall include all of the activities that the Consultant must perform

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

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

3. Progress Payment Measurement

- a. Level of Effort: Progress payments will be based on the actual number of man- hours utilized to perform a Scope of Work. Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced. Progress payments will not be made for amounts above the Not- to-Exceed (NTE) amount (if applicable).
- b. Note: Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4. Invoices

- a. The City will provide the Consultant with the format required to process the payment. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Effective Date.
- b. The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress during the previous 30 day period. The worksheet(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com.
- c. The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period.
- d. The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted.
- e. Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- f. Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submissions of invoices is required.
- g. The Project Manager will review all invoices and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within fifteen (15) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the invoice should be deferred. The Project Manager shall have the authority in his/her sole discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any task in the invoice has not been achieved.

- h. In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - i. A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - ii. Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and an electronic copy of the employee's signature.
- i. Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City of Denver, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected.

5. Increase in Payment Amount

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

6. Allowable General and Administrative Overhead (Indirect Costs)

- 7.1 All Allowable General and Administrative Overhead expenses are incorporated in the Labor Rates and Classifications Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements, and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment, etc.
 - 7.2.2 Supplies, Equipment & Vehicles: For office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software, etc.
 - 7.2.3 Maintenance and Repair: On office equipment, survey & testing equipment, buildings, vehicles, etc.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities, etc.
 - 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal

income taxes excluded), etc.

- 7.2.6 Marketing Fees & Publications: Licenses, dues, subscriptions, trade shows, staff support, etc.
 - 7.2.7 Admin & Clerical Office Staff: All administrative, clerical & management support staff not directly involved in the specific project or task.
 - 7.2.8 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs, etc.
- 7.3 Non-Allowable Overhead: Including but not limited to: Advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35), etc.. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

7. Allowable (Non-Salary) Expenses

- 8.1 Expenses Reimbursed at Cost: All Allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be pre-approved by the Project Manager or his/her designee ([Attachment C](#)). Any asset purchased by DEN must be surrendered to DEN at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the project or task.
- 8.4 Mileage Outside Of The Denver Metro Area: Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Project Manager or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form ([Attachment E](#)) and signed by the Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business related expenses(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure.

Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed.
- 8.6 Rental Car: At cost for standard class or smaller and when required for out-of-town

personnel or out-of-town travel.

- 8.7 Lodging Rate / Night: A maximum of the Lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.
- 8.8 Meals: The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.

Alcohol will not be reimbursed. Meal reimbursements are not allowed for consultant employees located in the Denver Metropolitan Area.
- 8.9 Special: Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.
- 8.13 Project Field Supplies, Equipment & Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.
- 8.14 Non-Allowable Expenses: Including but not limited to: valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in section 7.2 above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 8.15 Preparation Of Proposals: Costs for proposal preparation and negotiation will not be reimbursable.

8. Summary of Contract Control

- 9.1 Prior To Commencement Of Work – Submittals Required
 - 9.1.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications.
 - 9.1.2 Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Subconsultants ([Attachment B](#)).
 - 9.1.3 List of the names and titles of Authorized Signers, which document(s) they can sign, and an electronic copy of the employee's signature.
 - 9.1.4 Work Schedule and Task List formatting
- 9.2 Within 3 Days After the Effective Date – Submittals Required

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

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

9.2.3 Final Organizational Chart of the Prime Contractor and all Subconsultants.

9.3 Within 7 Days After the Effective Date

9.3.1 Correspondence Control Methods and Progress Report Format

9.3.2 Invoice and Progress Payment Format

9.3.3 The Consultant shall submit their proposed Monthly Progress Report Format

9.4 Reserved

9.5 Monthly Submittals

9.5.1 The Consultant shall submit invoicing by the day of the month referenced in section 4.

9. Information Management

10.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be compatible with DEN records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DEN procedures, processes and systems.

Attachment A

Reserved

Attachment B - Professional Employee Authorization Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Employee Title: _____

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

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

Qualifications: _____

Resume Attached: Yes / No

Signature: _____

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

Signature Date

Type Name and Title

Attachment C - Expense Greater than \$500 Approval Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Estimated Total Cost: \$ _____

Reason for Expense: _____

To be completed by DEN Personnel:

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

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

The above described expense has been approved.

Signature

Date

Type Name and Title

Cc: Finance if asset purchase

Attachment D - Mileage Reimbursement Form



Date: _____

Contract Name: _____

Contract Number: _____ Task Number(s): _____

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

Type Name and Title

Attachment E – Advance Travel Authorization Form



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

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

Traveler's Employer: _____

Destination: _____

Duration: From _____ **To** _____

Purpose of Trip: _____

Approximate Travel Costs: \$ _____

Reviewed by: _____
Project Manager _____ Date

Approved by: _____
Senior Vice President _____ Date

Approved by: _____
Executive Vice President _____ Date

cc: BMS Contract Administrator

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

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

The policy must provide the following:

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

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

Per Claim	\$1,000
Aggregate	\$1,000

The policy must provide the following:

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

III. ADDITIONAL CONDITIONS

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

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

NOTICE OF CANCELLATION

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

EXHIBIT D Task Notice



DENVER INTERNATIONAL AIRPORT
Task Notice for Proposal (TNP)

Contract Title : _____
Contract No. : _____
Contractor : _____

TNP No. : _____
Date Issued : _____
Originator: _____

~~This Proposal is being competitively bid:~~ Yes: No:

To Contractor:

You are hereby requested to provide a proposal for this Task Notice, as described below, in accordance with General Conditions Title 1102.2 and any related Special Conditions.

DESCRIPTION OF TASK :

DRAWING REFERENCES:

SPECIFICATION REFERENCES:

The Contractor shall provide the estimated percentage of the work to be performed by M/WBE subcontractors.

Task Duration: _____ calendar days from the executed Task Order. Liquidated Damages: _____ per calendar day.

If your proposal includes a request for additional Task Order Time, your proposal must be accompanied by a Construction Schedule as described in General Contract Conditions Title 1105.4.

Proposal Required by : _____
(Date)

Form CM-47
Rev. Feb 2014

Project Manager (Date)

EXHIBIT D Task Notice

Revised: Sep 2015

Exhibit E

AECOM Technical Services Core Staff Labor Rate Schedule

	Select the Consultant / Company (Use the elevator bar to get to the top of the list)	Enter the Employee Name	Select the appropriate Job Title
1	AECOM Technical Services, Inc. - Home	Sara Edson	Project Manager
2	AECOM Technical Services, Inc. - Home	Richard Kaselow	Other
3	AECOM Technical Services, Inc. - Home	Erin Jacobs	Other
4	AECOM Technical Services, Inc. - Field	Mark Hughes	Other
5	AECOM Technical Services, Inc. - Home	Brian Holmes	Other
6	AECOM Technical Services, Inc. - Field	Jeff Hanson	Other
7	AECOM Technical Services, Inc. - Field	Vlad Bacalu	Other
8	AECOM Technical Services, Inc. - Home	Kurt Engler	Managing Partner / Principal
9	AECOM Technical Services, Inc. - Field	Jeff Young	Information Technology Director/Manager
10	AECOM Technical Services, Inc. - Home	Ryan Meador	Other
11	AECOM Technical Services, Inc. - Home	Jesse Rogers	Cost/Estimating Engineer
12	AECOM Technical Services, Inc. - Home	Sam Chlebana	Other
13	AECOM Technical Services, Inc. - Home	Desirae Mauch	Other
14	AECOM Technical Services, Inc. - Home	Jacob Singleton	Other
15	AECOM Technical Services, Inc. - Home	Christian Valiente	Other
16	AECOM Technical Services, Inc. - Home	Boyd Johnson	Other
17	AECOM Technical Services, Inc. - Home	Bodae Black	Other
18	Ambient Energy, Inc.	Eric Mueller	Engineer 3
19	Ambient Energy, Inc.	Steven Anticknap	Engineer 9/Department Head
20	Ambient Energy, Inc.	Jeff McEntee	Engineer 4
21	Ambient Energy, Inc.	Renee Azerbegi	Partner / Principal
22	Ambient Energy, Inc.	Steven Wancewicz	Engineer 6
23	eCIFM Solutions Inc. - Home	Sanjiv Singh	Other
24	eCIFM Solutions Inc. - Home	Jeff Black	Other
25	J.F. Sato and Associates, Inc.	James F. Sato, PE, SE	Managing Partner / Principal
26	J.F. Sato and Associates, Inc.	Terry Wong, PE	Engineer 9/Department Head
27	J.F. Sato and Associates, Inc.	Patrick Fleming, PE	Engineer 8
28	J.F. Sato and Associates, Inc.	Luke Myers, PE	Engineer 6
29	J.F. Sato and Associates, Inc.	Crystal Backhaus, PE	Engineer 6
30	J.F. Sato and Associates, Inc.	Gaurav Vasisht, PE, PTOE	Engineer 6
31	J.F. Sato and Associates, Inc.	Chris Slaughter, EI	Engineer 4
32	J.F. Sato and Associates, Inc.	Katherine Wells, EI	Engineer 3
33	J.F. Sato and Associates, Inc.	Amber Ryfle	Engineer 1
34	J.F. Sato and Associates, Inc.	Rob Snodgrass, PLS	Land Surveyor
35	J.F. Sato and Associates, Inc.	Tom Meeks	Land Surveyor
36	J.F. Sato and Associates, Inc.	Jason Hawley	Party Chief
37	J.F. Sato and Associates, Inc.	Mike Lee	Instrument Technician
38	J.F. Sato and Associates, Inc.	Carol Mayeda	Office Manager
39	J.F. Sato and Associates, Inc.	Paul Koelzer	Information Technology Director/Manager
40	J.F. Sato and Associates, Inc.	Gerrit Higashi	Business / Administrative Manager
41	MEP Engineering, Inc.	Kevin Przytarski	Other

42	Sunland Group, Inc. - Home	Benjamin Thompson	Other
43	Sunland Group, Inc. - Home	Jon Brady	Cost/Estimating Engineer
44	Sunland Group, Inc. - Home	Stuart Hoevelman	Cost/Estimating Engineer
45	Swanson Rink, Inc.	Alberto Barrios Marquez	Engineer 6
46	Swanson Rink, Inc.	Alexandro Lechuga	CAD Drafter 2
47	Swanson Rink, Inc.	Ali Ghamkhar	Engineer 6
48	Swanson Rink, Inc.	Alison Lieberman	Engineer 1
49	Swanson Rink, Inc.	Alison Warner	Administrative Assistant
50	Swanson Rink, Inc.	Andrew Weigel	Engineer 3
51	Swanson Rink, Inc.	Angelo Tasayco	Engineering Technician III
52	Swanson Rink, Inc.	Anthony Rattigan	Engineer 3
53	Swanson Rink, Inc.	Blake Bartusiak	Engineer 1
54	Swanson Rink, Inc.	Bradley J. Kiefer	Engineer 2
55	Swanson Rink, Inc.	Brook Gummere	Engineer 6
56	Swanson Rink, Inc.	Carlos Munoz	Engineer 1
57	Swanson Rink, Inc.	Cody Bourne	Engineer 2
58	Swanson Rink, Inc.	Dan Heggem	Engineer 9/Department Head
59	Swanson Rink, Inc.	Daniel Bunker	Engineer 1
60	Swanson Rink, Inc.	Daniel Cohen	Engineer 3
61	Swanson Rink, Inc.	Darrell Cortez	Engineering Technician III
62	Swanson Rink, Inc.	Delaine Novak	Administrative Assistant
63	Swanson Rink, Inc.	Garret Heyse	Engineer 5
64	Swanson Rink, Inc.	Gregory Peer	Engineer 9/Department Head
65	Swanson Rink, Inc.	Harold Higgins	Project Manager
66	Swanson Rink, Inc.	Ian Cuthill	Engineer 1
67	Swanson Rink, Inc.	James Embury	Engineer 6
68	Swanson Rink, Inc.	Jeff Cook	Engineer 9/Department Head
69	Swanson Rink, Inc.	Jesus Robles	Engineer 1
70	Swanson Rink, Inc.	Jonathan Martinez	Engineer 2
71	Swanson Rink, Inc.	Josef Repsech	Engineer 6
72	Swanson Rink, Inc.	Kevin Ewing	Engineer 6
73	Swanson Rink, Inc.	Liya Zhoga Dixon	CAD Drafter 2
74	Swanson Rink, Inc.	Lynn Bruner III	Engineer 5
75	Swanson Rink, Inc.	Maris Stella Godkin	CAD Drafter 4
76	Swanson Rink, Inc.	Mary Lyon	CAD Drafter 2
77	Swanson Rink, Inc.	Matt Norby	Engineer 3
78	Swanson Rink, Inc.	Matt Sproles	Project Manager
79	Swanson Rink, Inc.	Matthew Blaire	Engineer 2
80	Swanson Rink, Inc.	Matthew Dougan	Engineer 2
81	Swanson Rink, Inc.	Micah Guild	Engineer 6
82	Swanson Rink, Inc.	Mike Minear	Engineer 6
83	Swanson Rink, Inc.	Nicolas Nogales	Engineer 1
84	Swanson Rink, Inc.	Patrick Collings	Engineer 5
85	Swanson Rink, Inc.	Patrick Valez	CAD Drafter 2
86	Swanson Rink, Inc.	Quang Le	Engineer 3
87	Swanson Rink, Inc.	Rachel Gonzales	CAD Drafter 4
88	Swanson Rink, Inc.	Rawan Sawakad	Engineer 3
89	Swanson Rink, Inc.	Richard Fahnlne	Engineer 6
90	Swanson Rink, Inc.	Richard Korstad	Engineer 9/Department Head
91	Swanson Rink, Inc.	Rodney Brockelman	Engineer 6
92	Swanson Rink, Inc.	Ronald McCain	Engineer 5
93	Swanson Rink, Inc.	Ryan Laxamana	Engineer 2
94	Swanson Rink, Inc.	Ryan Sims	Project Manager
95	Swanson Rink, Inc.	Sammy Au	Engineer 1
96	Swanson Rink, Inc.	Simon Xie	Engineer 6

97	Swanson Rink, Inc.	Stephen Bennett	Engineer 9/Department Head
98	Swanson Rink, Inc.	Tammy Perske	CAD Drafter 4
99	Swanson Rink, Inc.	Thomas Reyniers	Engineer 2
100	Swanson Rink, Inc.	Timothy Chiddix	Engineer 9/Department Head
101	Swanson Rink, Inc.	Timothy Lillehoff	Engineer 2
102	Swanson Rink, Inc.	Vanessa Valerio	Project Manager
103	Swanson Rink, Inc.	William Gibbs	Engineer 9/Department Head
104	The Abo Group	Ron Abo	Managing Partner / Principal
105	The Abo Group	Lisa Abo	Manager, Administrative Services
106	The Abo Group	Jack Brinkley	Architectural Department Head (Non-Partner/Principal)
107	The Abo Group	Kevin Gilliland	CAD Drafter 3
108	The Abo Group	Chris Tomdale	CAD Drafter 2
109	The Abo Group	Kathren Van De Weert	CAD Drafter 3
110	The Abo Group	Craig Egan	CAD Drafter 2
111	The Abo Group	Robert Patterson	Business / Administrative Manager
112	Yeh and Associates - Field	Aichiouene, Mustapha	Engineering Technician IV
113	Yeh and Associates - Home	Andrew, Richard	Partner / Principal
114	Yeh and Associates - Home	Arpin, Brett	Engineer 5
115	Yeh and Associates - Home	Asay, Keith	Field Engineer
116	Yeh and Associates - Field	Bass, kelley	Engineering Technician III
117	Yeh and Associates - Field	Bekker, Lev	Engineering Technician IV
118	Yeh and Associates - Field	Bennett, William	Engineering Technician III
119	Yeh and Associates - Home	Borst, Rebecca	Field Engineer
120	Yeh and Associates - Home	Boyd, Melissa	Field Engineer
121	Yeh and Associates - Field	Cambell, Anthony	Engineering Technician IV
122	Yeh and Associates - Field	Canon, Art	Engineering Technician IV
123	Yeh and Associates - Home	Chen, I-Ping	Engineer 5
124	Yeh and Associates - Field	DeCaney, Ryan	Engineering Technician III
125	Yeh and Associates - Home	Desterhouse, Ross	Field Engineer
126	Yeh and Associates - Field	El Jammal, Rabih	Field Engineer
127	Yeh and Associates - Field	Frankovich, Richard	Engineering Technician III
128	Yeh and Associates - Field	Gomke, Sandra	Engineering Technician III
129	Yeh and Associates - Field	Gonzales, Elmer	Engineering Technician III
130	Yeh and Associates - Home	Hansen, Sarah	Engineer 6
131	Yeh and Associates - Home	Hansen, Todd	Engineer 5
132	Yeh and Associates - Home	Hume, Howard	Engineer 8
133	Yeh and Associates - Home	Kaup, Matthew	Field Engineer
134	Yeh and Associates - Field	Klepac, Thomas	Field Engineer
135	Yeh and Associates - Home	LaForce, Robert	Engineer 8
136	Yeh and Associates - Home	Leafblad, Parker	Field Engineer
137	Yeh and Associates - Field	Lin, Roger	Engineering Technician II
138	Yeh and Associates - Home	Liu, Hsing-Cheng	Engineer 8
139	Yeh and Associates - Field	Maloney, Sean	Engineer 3
140	Yeh and Associates - Field	Medved, George	Engineering Technician IV
141	Yeh and Associates - Field	Mormovich, Ilya	Engineering Technician IV
142	Yeh and Associates - Home	Perney, Adam	Field Engineer
143	Yeh and Associates - Field	Ravnsborg, Rand	Engineering Technician III
144	Yeh and Associates - Field	Rodriguez, Leo	Engineering Technician III
145	Yeh and Associates - Home	Schlittenhart, Todd	Engineer 7
146	Yeh and Associates - Home	Sherwood, Samantha	Engineer 6
147	Yeh and Associates - Home	Southerland, Lauren	Engineer 3
148	Yeh and Associates - Home	Taylor, Fred	Engineer 6

149	Yeh and Associates - Field	Vanderpool, Julie	Engineering Technician IV
150	Yeh and Associates - Home	Walz, Michael	Design Manager
151	Yeh and Associates - Home	Yeh, Calvin	Engineer 6
152	Yeh and Associates - Home	Yeh, Shan-Tai	Partner / Principal

ices Inc.

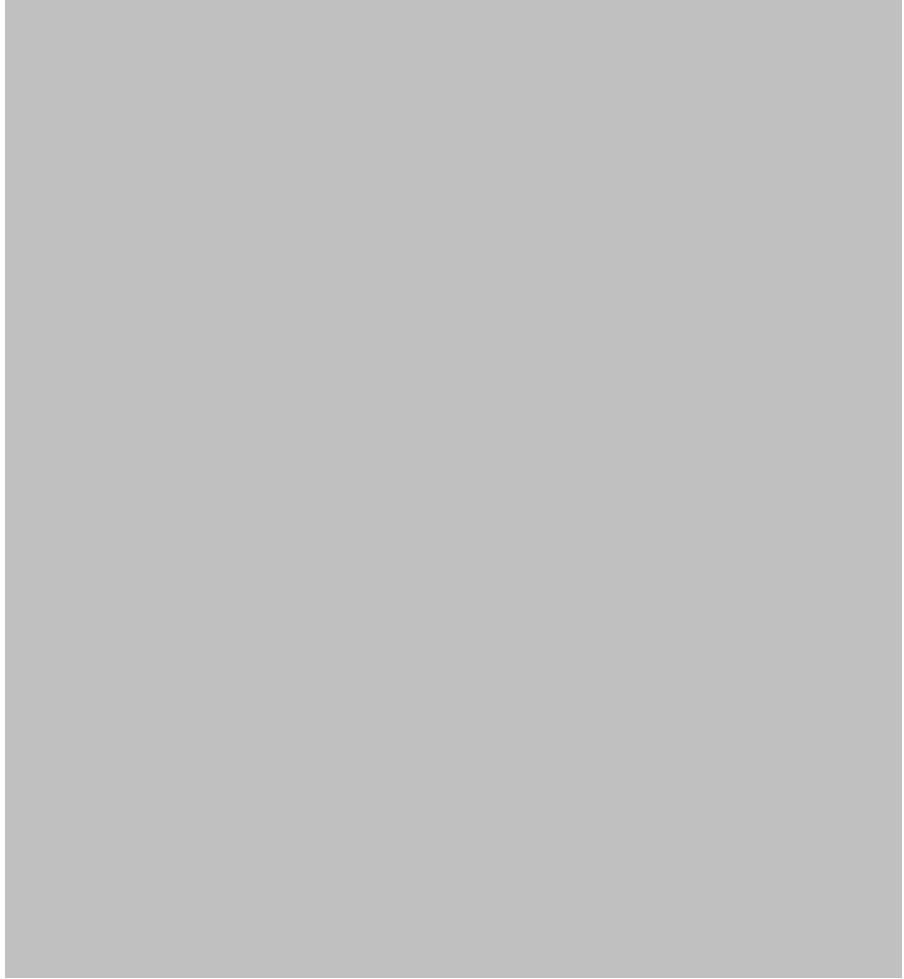
chedule

If "Other" is selected in column 'D' enter actual Job Title	<u>Select the appropriate Experience Level</u>	Hourly Rate Charged to the City
Project Manager	Level IV, Supervisory	\$145.89
Quality Control	Level V, Managerial	\$229.64
Deputy Project Manager	Level IV, Supervisory	\$155.69
BIM/Maximo Integrator	Level V, Managerial	\$213.10
Subcontract Manager	Level IV, Supervisory	\$160.95
Onsite Logistics	Level V, Managerial	\$238.57
Maximo Expert	Level V, Managerial	\$240.97
	Level V, Managerial	\$262.57
	Level V, Managerial	\$212.30
Assessment Supervisor	Level IV, Supervisory	\$168.17
	Level III, Full Experience	\$123.39
Assessment Lead	Level III, Full Experience	\$114.21
Assessment Lead	Level III, Full Experience	\$101.57
Assessor	Level II, Developmental	\$70.52
Assessor	Level II, Developmental	\$70.52
BIM Integrator	Level IV, Supervisory	\$174.76
BIM Integrator	Level III, Full Experience	\$97.02
	Level II, Developmental	\$109.58
	Level IV, Supervisory	\$193.00
	Level II, Developmental	\$126.09
	Level V, Managerial	\$198.82
	Level III, Full Experience	\$128.01
Project Executive	Level V, Managerial	\$180.32
TRIRIGA Application Developer	Level IV, Supervisory	\$196.51
	Level V, Managerial	\$222.02
	Level V, Managerial	\$247.42
	Level V, Managerial	\$214.43
	Level IV, Supervisory	\$136.90
	Level IV, Supervisory	\$126.18
	Level IV, Supervisory	\$150.10
	Level II, Developmental	\$94.02
	Level II, Developmental	\$87.42
	Level I, Entry	\$75.87
	Level III, Full Experience	\$118.76
	Level IV, Supervisory	\$127.01
	Level III, Full Experience	\$103.92
	Level I, Entry	\$56.08
	Level V, Managerial	\$171.58
	Level V, Managerial	\$129.81
	Level V, Managerial	\$132.62
Senior Electrical Engineer	Level V, Managerial	\$135.01

Value Engineering Specialist	Level V, Managerial	\$209.13
	Level IV, Supervisory	\$181.25
	Level III, Full Experience	\$135.24
	Level IV, Supervisory	\$187.06
	Level III, Full Experience	\$88.65
	Level IV, Supervisory	\$173.47
	Level I, Entry	\$90.53
	Level III, Full Experience	\$77.67
	Level III, Full Experience	\$128.22
	Level III, Full Experience	\$110.18
	Level III, Full Experience	\$128.22
	Level I, Entry	\$95.05
	Level II, Developmental	\$114.66
	Level IV, Supervisory	\$173.47
	Level I, Entry	\$90.53
	Level II, Developmental	\$110.14
	Level V, Managerial	\$222.52
	Level I, Entry	\$95.05
	Level III, Full Experience	\$128.22
	Level III, Full Experience	\$113.91
	Level III, Full Experience	\$78.45
	Level IV, Supervisory	\$146.32
	Level V, Managerial	\$178.61
	Level III, Full Experience	\$101.83
	Level I, Entry	\$95.05
	Level IV, Supervisory	\$158.41
	Level V, Managerial	\$182.19
	Level I, Entry	\$95.05
	Level II, Developmental	\$104.84
	Level IV, Supervisory	\$194.68
	Level IV, Supervisory	\$140.30
	Level III, Full Experience	\$97.28
	Level IV, Supervisory	\$145.63
	Level III, Full Experience	\$97.28
	Level III, Full Experience	\$86.77
	Level III, Full Experience	\$127.53
	Level III, Full Experience	\$126.78
	Level II, Developmental	\$104.84
	Level II, Developmental	\$104.84
	Level IV, Supervisory	\$173.47
	Level IV, Supervisory	\$159.22
	Level I, Entry	\$95.05
	Level IV, Supervisory	\$137.29
	Level III, Full Experience	\$92.57
	Level III, Full Experience	\$128.22
	Level III, Full Experience	\$97.28
	Level III, Full Experience	\$120.69
	Level IV, Supervisory	\$159.22
	Level V, Managerial	\$189.22
	Level IV, Supervisory	\$132.77
	Level IV, Supervisory	\$137.29
	Level II, Developmental	\$113.91
	Level III, Full Experience	\$132.83
	Level I, Entry	\$90.53
	Level IV, Supervisory	\$151.66

	Level V, Managerial	\$199.80
	Level III, Full Experience	\$91.79
	Level II, Developmental	\$110.11
	Level V, Managerial	\$224.43
	Level II, Developmental	\$120.69
	Level III, Full Experience	\$132.83
	Level V, Managerial	\$201.71
	Level V, Managerial	\$169.17
	Level V, Managerial	\$108.33
	Level V, Managerial	\$168.34
	Level III, Full Experience	\$88.86
	Level II, Developmental	\$74.05
	Level III, Full Experience	\$78.40
	Level II, Developmental	\$72.13
	Level V, Managerial	\$93.04
	Level III, Full Experience	\$88.72
	Level V, Managerial	\$214.53
	Level IV, Supervisory	\$105.94
	Level III, Full Experience	\$95.35
	Level III, Full Experience	\$76.81
	Level III, Full Experience	\$83.43
	Level III, Full Experience	\$76.81
	Level III, Full Experience	\$79.46
	Level III, Full Experience	\$84.75
	Level III, Full Experience	\$90.05
	Level III, Full Experience	\$92.70
	Level IV, Supervisory	\$111.24
	Level III, Full Experience	\$71.51
	Level III, Full Experience	\$82.10
	Level III, Full Experience	\$100.64
	Level III, Full Experience	\$76.81
	Level III, Full Experience	\$66.21
	Level III, Full Experience	\$72.83
	Level II, Developmental	\$111.24
	Level III, Full Experience	\$88.72
	Level V, Managerial	\$153.61
	Level IV, Supervisory	\$111.24
	Level III, Full Experience	\$94.02
	Level V, Managerial	\$158.91
	Level IV, Supervisory	\$119.18
	Level II, Developmental	\$57.60
	Level IV, Supervisory	\$153.61
	Level III, Full Experience	\$79.46
	Level III, Full Experience	\$78.13
	Level III, Full Experience	\$67.54
	Level III, Full Experience	\$108.59
	Level III, Full Experience	\$68.86
	Level II, Developmental	\$74.16
	Level V, Managerial	\$132.43
	Level IV, Supervisory	\$121.83
	Level II, Developmental	\$60.92
	Level III, Full Experience	\$123.16

	Level III, Full Experience	\$97.99
	Level II, Developmental	\$105.94
	Level IV, Supervisory	\$111.24
	Level V, Managerial	\$225.12



APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all Sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE [201947734]

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, 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 contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, 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 Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration 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 any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination 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);

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ALL CONTRACTS – NON-AIP FUNDED

- 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 100-209), (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 non-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.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

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OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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