

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional services to assist its Department of Aviation by quality assurance materials testing personnel for use on airport project; and

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

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

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

1. LINE OF AUTHORITY:

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

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

2. SCOPE OF WORK:

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

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

3. COMPENSATION AND PAYMENT:

A. **Fee:** The City hereby agrees to pay the Consultant, the Core Staff Labor Rates contained in **Exhibit E** ("Core Staff Labor Rates"), which may be increased in the first quarter of each year or whenever a promotion due to increased certifications is applicable. However, modification to the Core Staff Labor Rates shall be in the City's sole discretion, and will be memorialized in writing. No formal Amendment is required to modify the Core Staff Labor Rates. The Consultant asserts that Core Staff Labor Rates are business confidential information; therefore, the original form of **Exhibit E** is held at DEN. In no event shall the City be liable for any amount in excess of the sum of the Maximum Contract Liability.

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

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Consultant that have been audited and approved by the City in accordance with this Section 3.C. and **Exhibit B** ("Scheduling, Progress Reporting and, Invoicing"), as follows:

- (1) An executive summary and status reports that describe the progress of the work performed during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the work, the hourly rate and allowable reimbursable expenses.
- (4) Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

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

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

4. MAXIMUM CONTRACT AMOUNT: FUNDING:

A. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Fifteen Million Dollars (\$15,000,000.00) (the "Maximum Contract Amount").

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

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

5. TERM:

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

6. EXAMINATION OF RECORDS:

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

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

7. ASSIGNMENT:

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

8. STATUS OF CONSULTANT:

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

9. KEY PERSONNEL ASSIGNMENTS:

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

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

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

10. SUBCONSULTANTS AND SUBCONTRACTORS:

A. Although Consultant may retain, hire, and contract with outside subconsultants for work under this Agreement, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the CEO or the CEO's authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the CEO. Any final agreement

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

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

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

11. NO DISCRIMINATION IN EMPLOYMENT:

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

12. SMALL BUSINESS ENTERPRISES:

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

13. PREVAILING WAGE:

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

14. INSURANCE:

A. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Consultant shall submit to the City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

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

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

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

15. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

16. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of the City and County of Denver.

17. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

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

B. Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 13, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

18. OWNERSHIP OF WORK PRODUCT:

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

19. ADVERTISING AND PUBLIC DISCLOSURES:

Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DIA shall include only presentation

materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

20. COLORADO OPEN RECORDS ACT:

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

21. SENSITIVE SECURITY INFORMATION:

Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security Information (“SSI”), as that material is described in federal regulations, 49 C.F.R. part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations and DIA Standard Policy and Procedure 6003. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the SVP or the SVP’s designated representative.

22. AIRPORT SECURITY:

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

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

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

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

23. TERMINATION:

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

B. If Consultant is discharged before all the services contemplated hereunder have been completed, or if Consultant's services are for any reason terminated, stopped or discontinued because of the inability of Consultant to provide service under this Agreement, Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Amount.

24. NOTICES:

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

by Consultant to: Chief Executive Officer
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: Ground Engineering Consultants, Inc.,
Attn: Jason Goodman, Vice President
41 Inverness Drive East
Englewood, CO 80112

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

25. RIGHTS AND REMEDIES NOT WAIVED:

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

26. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of the City and Consultant that any person other than the City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

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

28. CITY SMOKING POLICY:

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

29. GOVERNING LAW; BOND ORDINANCES; VENUE:

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

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

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

30. FEDERAL PROVISIONS:

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

General Civil Rights - The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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

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

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

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

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

31. CONFLICT OF INTEREST:

Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

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

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Consultant also agrees and represents that:

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

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

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

33. ADMINISTRATIVE HEARING:

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

34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix A & E:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Scheduling, Progress Reporting and, Invoicing
Exhibit C:	Certificate of Insurance
Exhibit E:	Initial Core Staff Labor Rates

In the event of an irreconcilable conflict between a provision of Sections 1 through 37 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give

effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix A & E
Sections 1 through 37 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit E

35. SEVERABILITY:

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

36. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS

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

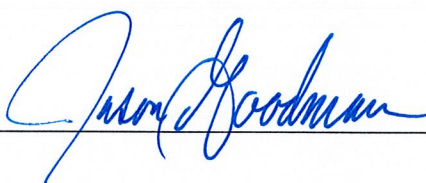
37. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201628524-00

Contractor Name: Ground Engineering Consultants, Inc.

By: 

Name: Jason Goodman
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: 

Name: James Booze
(please print)

Title: Principal
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

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

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

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

**EXHIBIT A
SCOPE OF WORK**

**MAINTAIN & OPERATE MATERIAL TESTING LABORATORY
Provide Field Materials Testing Personnel
CONTRACT NO.
DENVER INTERNATIONAL AIRPORT**

INTRODUCTION

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

A. Part A – GENERAL CONTRACT REQUIREMENTS

The Consultant, as deemed necessary by the Senior Director of AIM Development, will provide professional, technical and support staff to fill various positions within AIM's organizations. Under this contract these duties shall include quality assurance testing both in the laboratory and in the field as well as other duties necessary as requested.

The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as needed basis. The Consultants staff shall perform all the QA testing services listed herein for any project as directed by the Senior Director of AIM Development. All personnel assignments and any changes to those assignments must be approved by the AIM Senior Director.

The Consultant's personnel will be part of integrated teams consisting of CCD employees and other consultants. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed.

During the construction phase, AIM has overall responsibility for achieving the successful construction of projects. AIM manages the necessary construction and material procurement contracts to accomplish the safest project with the best quality, schedule and budget framework possible. AIM extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.

A significant part of the Construction program at DEN is the Materials Quality Assurance (QA) Program. This program involves the testing of construction materials in the laboratory and in the field to insure the materials used in DEN's construction projects meets or exceeds the contract specifications. This includes the physical testing of materials, the review of materials related submittals and the oversight of the Contractor's Quality Control (QC) Program.

1. LABORATORY OPERATIONS:

The primary responsibility of this Consultant will be to perform all material testing for DEN projects as indicated in project documents and as requested by AIM Quality Assurance Manager.

Typical responsibilities required to maintain and operate the DEN Quality Assurance Materials Testing Laboratory include but are not limited to the following:

- (a) Laboratory Accreditations - The Consultant will be required to maintain the following laboratory certifications: American Association of Laboratory Accreditation (AALA), AASHTO Materials Reference Laboratory (AMRL), ASTM Cement and Concrete Reference Laboratory (CCRL), through the duration of this contract. The cost of these accreditations shall be billed to DEN through the Contract.
- (b) Personnel - Management and supervisory personnel, laboratory staff, field testing technicians shall be qualified in accordance with ASTM C 1077, D 3666, D 3740, and E 329 requirements to perform the work and have NICET, ACI, WAQTC, LabCAT, CDOT, NRMCA, PCA, AWS, ASNT certifications. Laboratory and field testing personnel shall have current certifications for the tests they are required to perform in the course of the work. The Consultant will provide a list summarizing all management, supervisory, laboratory, field testing, and inspection personnel assigned to the project including the testing each individual will be performing, certifications held by each individual, and the expiration date of each certification. The manager or supervisor reviewing and signing on reports shall be a registered and licensed professional engineer in the State of Colorado. The cost of training, licensing and certifying personnel shall be the sole responsibility of the Consultant.
- (c) Laboratory Equipment - The laboratory is fully furnished and equipped by DEN. The Consultant will be responsible for the proper handling and use of all equipment and will be responsible for the replacement of such equipment due to misuse. The Consultant will keep and maintain an inventory of all equipment and disposable products used during the day to day operations of the laboratory for the contract period. Measuring and test devices shall be calibrated, adjusted and maintained at prescribed intervals prior to use based upon equipment stability and other conditions affecting measurement. Calibration shall be accomplished using certified standards that have a known traceable relationship to the National Institute of Standards and Technology. Every calibrated measuring and test device shall show the current status, date of last calibration and the due date for the next calibration. Calibration records shall be maintained onsite as quality records and shall be made available for inspection upon the Senior Director's request.
- (d) Maintain Adequate Staff – It is AIM's responsibility to assure adequate project staffing. It is the Consultant's responsibility to provide competent full or part-time staff as required to perform all the testing services identified for any project or as directed. All personnel assigned to a project and any changes in personnel must be approved by the Senior Director.
- (e) On-Site Organization – Personnel will follow established lines of authority and standard and consistent communication procedures in order to successfully assure that all measurable requirements for a project have been met and projects are successfully completed.

- (f) Meetings – Personnel as requested will participate in weekly project status meetings at which the Senior Director, Designer, and Project Manager can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis if necessary, as determined by the Senior Director.
- (g) The DEN QA Materials Program will work with industry to provide and promote training and certification in the areas of materials testing and inspection. The Consultant shall work with the DEN QA Manager to facilitate this effort. Industry entities that are expected to be involved in this outreach program include PCA, ACI, ACPA and CAPA. It is expected that the laboratory full time staff prepare, host, facilitate and proctor, training events as requested. This may require the laboratory full time staff to hold additional certifications.

2. MATERIAL TESTING REQUIREMENTS: Laboratory and field testing requirements to be conducted by this Consultant for materials testing of construction of projects will be included in the appropriate project technical specifications.

- (h) Site Investigation – From time to time Consultant may be requested to perform comprehensive site investigation services for various reasons such as a future project or to help identify a possible problem, etc.
- (i) Split Samples - By performing quality assurance testing of split sample materials (when possible) in conjunction with contractors, Consultant will validate compliance of the Contractor's QC material testing program and contractor's performance per the project documents.
- (j) Testing Responsibility - Material tests conducted by the Consultant shall not in any way relieve any Contractor of his responsibility and obligation to meet all specifications and referenced standards requirements. Typical tests to be completed by Consultant are listed in Appendix 1.
- (k) Sampling - The Consultant shall permit the AIM PM witness and/or direct the selection of samples for testing. It is understood that the Consultant may be directed to take samples and perform testing of samples at different intervals or at intervals concurrent to the Contractor's testing program. Tests of items or materials that fail shall be logged and reported to the QA Manager and the PM in charge of the project.
- (l) Materials accepted on the basis of a certificate of compliance may be sampled and inspected/tested at any time to assure the contractors are meeting their responsibility to use materials that conform to the specifications.
- (m) Test Reporting – AIM PM Teams are responsible for providing consistent and coordinated reporting and administrative documentation. The Consultant shall keep accurate and detailed project records using AIM electronic systems and prepare reports that may be required in the format and frequency requested by the Senior Director. Material testing results shall be submitted by the Consultant to the QA Manager and the project PM after completion of testing by the Consultant and prior to

incorporation of the item(s) into the Work unless the test must be done during or after installation.

All field test results including but not limited to fresh concrete properties and in-place moisture-density shall be reported in legible draft form to the AIM PM Inspection representative immediately at the test site. Any failing test shall be reported separately to the AIM Inspector or AIM PM within 2 hours after the discovery. The draft test results shall also be attached to a Daily Quality Assurance Testing Report, approved by DEN Quality Assurance Manager, and transmitted to the AIM PM the next work day.

The Consultant shall prepare and submit a Weekly Summary Report for each project that testing was completed. This report will be distributed to the QA Manager and each AIM PM. The weekly summary report shall be submitted by Friday of the following week. The test reports shall be numbered sequentially in chronological order. Individual tests shall be numbered sequentially. The reports and tests shall also be organized per specification section. Any failed tests that have not been corrected when the report is published shall be highlighted and noted in the cover letter of the report. All test results must be reviewed and signed by a registered licensed engineer in the State of Colorado. The signature represents that the test procedures used are in strict conformance with the applicable testing standard, the calculated data are true and accurate, the tools and equipment used were in calibration, the sample was not contaminated and the persons running the test were qualified.

Reports of testing activities are record documents and shall be maintained in a manner that provides integrity of item identification, acceptability and traceability. Reports shall identify the following:

1. Contractor's name
2. DEN Contract number and title
3. Name of item(s) tested including a physical description and, as applicable, model and make
4. Quantity of items
5. Testing procedure used. If national standards are used, any deviation from these standards
6. Date the sample was taken and the date the test was made
7. Location (by coordinates, building grid or station number) of where tests and/or samplings were performed including environmental condition where applicable. Include plan drawing indicating location of test and work item sampled or tested
8. Name of tester
9. In the event the testing or sampling is a re-test or re-sampling, reference the previous respective testing or sampling report
10. Specified requirements in the contract that the item must meet. Include reference to technical specification section and paragraphs
11. Acceptability
12. Deviations/nonconformance
13. Corrective action
14. Evaluation of results
15. All information required for the specific test as specified in the applicable ASTM standard
16. Signature of authorized evaluator.

- (n) Failing tests - The Consultant shall assist the AIM PM with the issuance of a Nonconformance Report or a Remedial Action Request to the appropriate contractor in the event any tests fail.
- (o) Special Inspection/Testing – Prior to the start of any project the Consultant will meet the assigned AIM PM team to review project documents for any special inspection/testing requirements and provide the AIM PM with a staffing plan to ensure adequate coverage for meeting special inspection/testing requirements as well as overall testing requirements to be assured projects are completed per contract documents.
- (p) Project Site Documents – This Consultant will maintain project records in accordance with established guidelines (electronic and hard copies as directed). Upon completion of a project, Consultant will provide the AIM PM a complete set of records and will assist AIM PM Teams with completing any required project reports.

B. GENERAL COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

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

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

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

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

5. Prior to permitting any person to commence work on any project or assigned task under this Agreement, the Consultant will submit the names and qualifications of each person which it proposes to assign to perform such work, along with such person's proposed hourly wage, for approval to the Senior Director, and will make each such person available to be interviewed at DEN, unless approved otherwise.

C. QUALIFICATIONS OF CONSULTANT'S PERSONNEL

1. The successful Consultant and Sub-consultants will provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Project Manager (PM II), who shall be the operational point of contact with the DEN Quality Assurance Manager. The PM II will be experienced and highly qualified in laboratory management and have experience with FAA testing requirements. The qualifications for certain specific duties are set out in Attachment 1 to this Exhibit A, attached hereto. Following is a list of the more common positions filled by this contract. This list identifies the Career Service Authority (CSA) (City and County of Denver) title and Class Code. It is understood and agreed on that unless approved by the Senior Director the maximum hourly wage that will be paid for any position shall not exceed the current CSA maximum monthly wage for a given class code divided by 176 hours. The City may update the maximum hourly base wages in this list by amendment to this contract. The following is a list of positions and class codes that are expected to be filled on this contract. This is not intended to be a complete list. Additional positions may be added at the discretion of the Senior Director.

<u>Title</u>	<u>CSA Class Code</u>
1. Manager (Materials Lab Administrator)	CE2408
2. Supervisor	CJ2562
3. Senior Laboratory Technician	CO2669
4. Laboratory Technician	CO2661
5. Materials Tester	CE0418
7. Administrative Assistant III	CC1494

Position descriptions are included in Appendix 2

The Consultant will only charge the actual wage rate. Said rates are considered base hourly rates and do not include fringe benefits which are included in the Multiplier Factor. Payment in excess of these rates shall not be considered in determining the base compensation allowances provided for in paragraph 3.A. of the Agreement unless authorized by the Senior Director.

2. 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 qualifications for certain specific duties have been set forth in writing by the Senior Director. The qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by, the Consultant's personnel assigned to DEN.

B. EQUIPMENT / VEHICLES & CARTS / SMART PHONES

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

- (a) The City provided equipment will include standard PPE (including hard hats, vests, eye protection and hearing protection. Excluding steel toed safety boots and any personnel PPE such as but not limited to prescription eye protection or hearing protection.), computers, tablets, hand tools, testing equipment, and fax and copy machines. The City will also provide office space, office supplies, and parking as needed. In the event that specialty PPE is needed to perform the task assigned such as harnesses, lanyards and arresting gear the Consultant shall provide this equipment after written approval by the DEN QA Manager. The Consultant will be reimbursed the approved rental or purchase price of this equipment.
2. Vehicles and electric powered carts shall be provided by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Director. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the QA Manager. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles shall also meet all DEN, FAA and TSA requirements to access the airfield.
 3. All costs related to the vehicles and carts meeting these requirements shall not be included in the multiplier but shall be included in a monthly cost to the City. Monthly vehicle and cart costs shall be divided into two different billing items. There shall be one billing item for full time vehicles and carts. The second billing item shall be for project assigned vehicles and carts. All monthly costs shall include but are not limited to maintenance, fuel, insurance, rental or purchasing agreements and repairs.
 4. Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage outside the Denver Metropolitan area shall be approved in advance by the Senior Director and shall be paid for the the current Federal rate per mile.. (2nd sentence to be deleted)
 5. The Consultant shall insure that all employees that are assigned work that requires steel toed safety boots per OSHA regulations possess such boots. This cost shall be included in the multiplier. In addition, it shall be a requirement of continued work at DEN that these employees wear these boots in every instance which is required.
 6. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the multiplier.

END OF EXHIBIT A

Appendix 1 – List of Materials Tests

Below is a list of materials tests that the Consultant may be required to perform. This list is not intended to be inclusive of all tests to be performed but to give the Consultant a feel for the types of test that will be performed.

AIRSIDE (FAA FUNDING)		Accreditation Held By:	
ASTM Designation	Short Title	DIA Materials Lab	Main Office Lab
Quality Systems			
ASTM C1077	Laboratories Testing Concrete & Concrete Aggregates		x
ASTM D3666	Agencies Testing and Inspecting Road & Paving materials		x
ASTM D3740	Agencies Testing and Inspecting Soil and Rock		x
ASTM E329	Agencies Engaged in Construction Inspection and/or Testing		x
Portland Cement Concrete			
ASTM C31	Making and Curing Concrete Test Specimens in the Field	x	
ASTM C39	Compressive Strength of Cylinders	x	
ASTM C78	Flexural Strength	x	
ASTM C138	Density, Yield, Air Content (Gravimetric) of Concrete	x	
ASTM C143	Slump of Fresh Concrete	x	
ASTM C172	Sampling Fresh Concrete	x	
ASTM C173	Air Content (Volumetric)	x	
ASTM C174	Thickness of Drilled Concrete Cores	x	
ASTM C192	Making and Curing Concrete Test Specimens in the Lab	x	
ASTM C231	Air Content (Pressure)	x	
ASTM C617	Capping Cylinders	x	
ASTM C1064	Temperature of Fresh Concrete	x	
ASTM C1231	Unbonded Caps in Determining Concrete Compressive Strength	x	
Aggregates			
ASTM C29	Unit Weight and Voids in Aggregates	x	
ASTM C117	Minus 200 Wash for Aggregates	x	
ASTM C127	Density, Relative Density, and Absorbion of Coares Aggregate	x	
ASTM C128	Density, Relative Density, and Absorbion of Fine Aggregate	x	
ASTM C131	Los Angeles Abrasion		x
ASTM C136	Sieve Analysis of Fine and Course Aggregates	x	
ASTM C566	Moisture Content of Aggregate	x	
ASTM C702	Reducing Aggregate Sample Size	x	
ASTM C1260	Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)	x	
ASTM D75	Sampling Aggregates	x	
Soils			
ASTM D421	Dry Prep for Particle-Size Analysis of Soils	x	
ASTM D422	Particle-Size Analysis of Soils		x
ASTM D558	M-D Relationships of Soil-Cement Mixtures	x	
ASTM D698	Standard Proctor	x	
ASTM D1140	Minus 200 Content of Soils	x	
ASTM D1556	Sand Cone	x	
ASTM D1557	Modified Proctor	x	
ASTM D1633	Compressive Strength Of Soil-Cement Cylinders	x	
ASTM D2216	Moisture Content of Soils	x	
ASTM D2435	One-Dimensional Consolidation Properties of Soil (Sw ell/Consol Test)	x	
ASTM D2487	Engineering Classification of Soils (USCS)	x	
ASTM D2488	Visual Classification of Soils	x	
ASTM D3282	Classification for Highway Purposes	x	
ASTM D4318	Atterberg Limits	x	
ASTM D4718	Correction for Oversize Particles	x	
ASTM D4832	Testing of CLSM Cylinders	x	
ASTM D4959	Moisture Content of Soils (Hot Plate)	x	
ASTM D4972	pH of Soils		x
ASTM D6276	pH for Soil-Lime Stabilization		x
ASTM D6913	Sieve Analysis of Soil and Soil-Aggregate	x	
ASTM D6938	Density and Water Content by Nuclear Method	x	
CDOT CP-L 2103	Sulfate Ion Content in Soil	x	
Bituminous (Hot Mix Asphalt)			
ASTM D75	Practice for Sampling Aggregates	x	
ASTM D979	Practice for Sampling Bituminous Paving Mixtures	x	
ASTM D2041	Theoretical Maximum Specific Gravity	x	
ASTM D2726	Bulk SG and Density of Compacted Specimens	x	
ASTM D2950	In Place Density by Nuclear Method	x	
ASTM D3203	Air Voids	x	
ASTM D3549	Thickness/Height of Compacted Specimens	x	
ASTM D3665	Random Sampling of Paving Materials	x	
ASTM D5361	Practice for Sampling Compacted Bituminous Mixtures	x	
ASTM D5444	Mechanical Analysis of Extracted Aggregate	x	
ASTM D6307	Asphalt Content by Ignition Oven	x	
ASTM D6926	Marshall Density	x	
ASTM D6927	Marshall Flow and Stability	x	
ASTM D7227	Rapid Drying of Compacted Asphalt Specimens Using Vacuum Drying Apparatus	x	

DIA LANDSIDE	
Standard Method of Test Designation	Short Title
Quality Systems	
AASHTO R18	Quality Management System for Materials Testing Labor
ASTM C1077	Laboratories Testing Concrete & Concrete Aggregates
ASTM D3666	Agencies Testing and Inspecting Road & Paving Materie
ASTM D3740	Agencies Testing and Inspecting Soil and Rock
ASTM E329	Agencies Engaged in Construction Inspection and/or Te
Concrete (Portland Cement Concrete)	
AASHTO T 22	Compressive Strength of Cylinders
AASHTO T 23	Making and Curing Concrete Test Specimens in the Field
AASHTO T 24	Obtaining and Testing Drilled Cores and Saw ed Beams
AASHTO T 97	Flexural Strength
AASHTO T 119	Slump of Fresh Concrete
AASHTO T 121	Density, Yield, Air Content (Gravemetric) of Concrete
AASHTO T 141	Sampling Fresh Concrete
AASHTO T 148	Length of Drilled Concrete Cores
AASHTO T 152	Air Content (Pressure)
AASHTO T 231	Capping Cylinders
ASTM C1064	Temperature of Fresh Concrete
ASTM C1231	Unbonded Caps in Determining Concrete Compressive S
Aggregates	
AASHTO T 19	Unit Weight and Voids in Aggregates
AASHTO T 21	Organic Impurities In Fine Aggregate
AASHTO T 27	Sieve Analysis of Fine and Course Aggregates
AASHTO T 84	Density, Relative Density, and Absorbtion of Fine Aggre
AASHTO T 85	Density, Relative Density, and Absorbtion of Coares Ag
AASHTO T 96	Los Angeles Abrasion of Small-Size Coarse Aggregate
AASHTO T 248	Reducing Aggregate Sample Size
AASHTO T 255	Moisture Content of Aggregate
AASHTO T 327	Resistance of Coarse Aggregate to Degradation in the I
ASTM D75	Sampling Aggregates
ASTM C1260	Potential Alkali Reactivity of Aggregates (Mortar-Bar Me
Soils	
AASHTO T 11	Material Finer Than #200 Sieve
AASHTO T 89	Liquid Limit of Soil
AASHTO T 90	Plastic Limit and Plasticity Index of Soil
AASHTO T 99	Standard Proctor
AASHTO T 180	Modified Proctor
AASHTO T 191	Sand Cone
AASHTO T 265	Moisture Content of Soils
AASHTO T 310	In-Place Density and Water Content by Nuclear Method
ASTM D421	Dry Prep for Particle-Size Analysis of Soils
ASTM D422	Particle-Size Analysis of Soils
ASTM D4718	Correction for Oversize Particles
CDOT CP-L 2103	Sulfate Ion Content in Soil
Bituminous (Hot Mix Asphalt)	
AASHTO T 30	Mechanical Analysis of Extracted Aggregate
AASHTO T166	Bulk SG and Density of Compacted Specimens
AASHTO T 168	Practice for Sampling Bituminous Paving Mixtures
AASHTO T 176	Sand Equivalent Test of Graded Aggregates and Soils
AASHTO T 209	Theoretical Maximum Specific Gravity
AASHTO T 269	Air Voids
AASHTO T 283	Resistance of Compacted Bituminous Mixture to Moistur
AASHTO T 308	Asphalt Content by Ignition Oven
AASHTO T 312	Density of Bituminous Mixture by the Superpave Gyrate
ASTM D2950	In Place Density by Nuclear Method
ASTM D3549	Thickness/Height of Compacted Specimens
ASTM D4791	Flat or Elongated Particles in Coarse Aggregate
ASTM D7227	Rapid Drying of Compacted Asphalt Specimens Using V
ASTM D5821	Percent of Particles with Tw o or More Fractured Faces

MASONRY		Accreditation Held By:	
ASTM Designation	Short Title	DIA Materials Lab	Main Office Lab
Quality Systems			
ASTM C1093	Practice for Accreditation of Testing Agencies for Masonry		x
Masonry			
ASTM C109	Hydraulic Cement Mortar (Compressive Strength Only)	x	
ASTM C140	Sampling and Testing Concrete Masonry Units	x	
ASTM C780	Preconstruction and Construction Evaluation of Mortars (Appendix A6 Only)	x	
ASTM C1019	Sampling and Testing Grout	x	
ASTM C1314	Compressive Strength of Masonry Prisms	x	
ASTM C1552	Capping Concrete Masonry Units	x	

Appendix 2 Job Descriptions

1. Materials Lab Administrator
2. Supervisor
3. Senior Laboratory Technician
4. Laboratory Technician
5. Materials Tester
6. Administrative Assistant III

- CE2408
CJ2562
CO2669
CO2661
CE0418
CC1494

Materials Lab Administrator



Supervisor



Senior Laboratory Technician



Laboratory Technician



Materials Tester



Administrative Assistant III



Exhibit B

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

Revised: December 2014
City and County of Denver

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I. PURPOSE

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

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

1. Introduction

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

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

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

1.4 The Consultant will keep and retain records relating to this Agreement and will make such records available upon request to representatives of the City, at reasonable times during the performance of this Agreement and for at least three (3) years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

1.5 The Consultant will furnish, or cause to be furnished to the Chief Executive Officer (CEO), such information as may be requested relative to the progress, execution, and cost of individual Task Orders. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for three (3) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.

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

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

2. Work Schedule

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

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

3. Progress Payment Measurement Alternatives

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

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

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

$$\begin{aligned} & \text{Gross monthly payroll of regular hours times } \mathbf{2.50} \\ & + \text{Gross monthly payroll of overtime hours times } \mathbf{2.20} \\ & = \text{Consultant's total compensation for hours worked (labor) at DEN} \end{aligned}$$

Plus the Consultant's total compensation for hours worked by the Consultant's other employees assigned to perform work under the Agreement but not assigned to City office space shall be **2.65** for regular hours and **2.35** for non-exempt employee overtime hours.

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

c. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount equal to **4.00%** of such invoices. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of the Contract are set out on **Exhibit E** to the Agreement and incorporated therein.

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

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

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

4. Invoices and Progress Payments

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

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

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

4.4 The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period. If Textura® is to be utilized please see Section 4.11.

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

4.6 The Project Manager will review all invoices and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within five (5) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The Manager or his/her designee shall have the authority in his/her sole and absolute discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any task in the invoice has not been achieved.

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

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

- Final Organizational Chart (Updated with new Subconsultants as they are acquired)
- Authorization Forms (**Attachment B**) for any Non Exempt (hourly) or Exempt (salaried) Personnel Assignment who are not already approved in this Agreement.
- Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and a facsimile of the employee's signature.

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

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

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

5. Monthly Progress Report Development

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

- a.) Executive Summary
- b.) Cost Status
- c.) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- d.) Status of Task Order
- e.) Identification of any Scheduling, Coordination, or Other Problem Areas.
- f.) Change Order Log – Approved and Pending

5.2 The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within seven (7) days after Issuance of task order based on a proposed format prepared by the Consultant..

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

6. Schedule Changes and Increase in Project Amount

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

7. Allowable General and Administrative Overhead (Indirect Costs)

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

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

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

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

7.1.3 Maintenance and Repair: On office equipment, survey & testing equipment, buildings, etc.

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

7.1.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc. However, any applicable Use Taxes applicable to the Agreement shall be reimbursed to Consultant by DEN at cost.

7.1.6 Marketing Fees & Publications: Licenses, dues, subscriptions, trade shows, staff support, etc.

7.1.7 Admin & Clerical Office Staff: All administrative, clerical & management support staff not directly involved in the specific project or task.

7.1.8 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs, etc

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

8. Allowable (Non-Salary) Expenses

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

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

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

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

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

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

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

8.6 Lodging Rate / Night: A maximum of the Lodging per diem for the location of lodging as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.

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

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

8.8 Specific Vehicle Lease: The City shall reimburse the Contractor \$800.00 a month for all vehicles used in normal operations. During peak season operations, the Contractor shall also be allowed an additional \$1,300.00 a month for vehicles only used on a seasonal or temporary. These Specific Vehicle Lease reimbursements are straight lease and shall not be receive the REA mark up. These rates may be renegotiated on an annual basis, any alteration to the rates shall be memorialized in writing.

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

8.10 Specialty Consulting: Including geotechnical testing, material, weld or other testing not provide by the DEN material testing laboratory, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.

8.11 Relocation Expenses For Key Personnel: All relocations intended to be submitted for reimbursement must be allowed by the contract terms and pre-approved by the Project Manager or his/her designee prior to incurring the expense. Unallowable relocation costs pursuant to

Federal Acquisition Regulations (FAR 31.205-35) will not be reimbursed. DEN will reimburse only for actual relocation expenses evidenced by receipts. Reimbursement of relocations will be based on the approved receipts submitted up to a maximum of \$20,000.00 for each relocation. Only relocations to the Denver metropolitan area will be considered for reimbursement. Any individual relocated must work on the related Denver International Airport project for at least six (6) months after the relocation or the reimbursement of the relocation will be refunded back to the City.

8.12 Project Field Office & Equipment not provided by DEN: Including utilities, rent, communications systems, furniture, fixed equipment, etc.

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

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

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

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

8.17 Preparation of Proposals: Costs for proposal preparation and negotiation will be reimbursable.

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

9.1 Scope Definitions and Detailed Cost Estimate per task

10. Information Management Format and Electronic-Mail Protocols

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

Attachment A – Monthly Invoice Checklist

Professional Services Agreements

Date: Invoice Number:

Contract Number: Contract Name:

Consultant:

(Name)

(Address)

Monthly Progress Payment Invoice and Exhibit B Progress Requirements Checklist:

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

- Invoice Report (Section 5.1)
 - Executive Summary
 -)
 - Cost Status
 - Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
 - Status of Task Order
 - Identification, of any Scheduling, Coordination, or Other problem Areas
 - Change Order Log – Approved and Pending

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

Signature Date

Type Name and Title

Attachment B -Employee Authorization Form

Date:

Contract Name:

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

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

Multiplier Factor: _

Hourly Rate Charged to DEN: \$

(Per the Exhibit E previously submitted)

Qualifications:

Resume Attached: Yes / No

Facsimile Signature:

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

Signature Date

Type Name and Title

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

Date:

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

Company Name: Employee Name:

Estimated Total Cost: \$

Reason for Expense:

To be completed by DEN personnel:

Capital Assets Y / N

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

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

The above described expense has been approved.

Signature Date

Type Name and Title

cc: Finance if asset purchase

Attachment D – Mileage Reimbursement Form

Date:

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

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

Estimated Total Miles:

Estimated Total Cost: \$

Reason for Travel:

Travel for the above named individual and purpose is approved.

Signature Date

Contractor Work Order Revised

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

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

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 E
Core Staff Labor Rates

incorporated herein by reference