

**ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”)** is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **SKY BLUE BUILDERS LLC**, a Colorado company authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

**WITNESSETH:**

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

**WHEREAS**, the City desires to obtain professional services for all types of Heating, Ventilation, Air Conditioning (HVAC), Plumbing, Electrical (high and low voltage), Life Safety, Building (Carpentry, Roofing, Glazier), Car Wash repairs, Appliance Services, Paint services and other services as needed for landside interior and exterior needs; and

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

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

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

**ARTICLE I. LINE OF AUTHORITY**

The Chief Executive Officer of the Department of Aviation (the “**CEO**”), his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Infrastructure Maintenance. The relevant Senior Vice President (the “**SVP**”) or his/her designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager directions.

**ARTICLE II. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES**

**A. Scope of Services.** Contractor shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. The City may, through a Task Order and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. The SVP or his/her authorized representative may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Contractor shall comply with *Exhibit D* regarding Task Orders.

**C. Standard of Performance.**

1. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

2. Contractor understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the (“**Design Deliverables**”), as required by the City.

3. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

4. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. If required for each Task Order, Contractor will develop a draft BIM Project Execution Plan (“**BXP**”) with the City and all sub-consultants.

5. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

6. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

7. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

**D. Time is of the Essence.** Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

**E. Construction Administration.** If the City tasks Contractor with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

**F. Subcontractors.**

1. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement, that is not identified in *Exhibit A* or *Exhibit B*, Contractor must obtain the prior written consent of the CEO or the CEO's designee. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the City.

2. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

3. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

4. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

5. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

**G. Personnel Assignments.**

1. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement and Scope of Work or Relevant Task Order(s) to perform work under this Agreement ("Key Personnel"). Only Key Personnel shall perform work under this

Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

2. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any Key Personnel is no longer needed for performance of any Task Order, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

4. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section B.

### **ARTICLE III. OWNERSHIP AND DELIVERABLES**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

### **ARTICLE IV. TERM AND TERMINATION**

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire Three (3) Years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion

of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

**B.** The Term of this Agreement may be extended in increments of one year (for a maximum total of two years), on the same terms and conditions, by written notice from the CEO (or his/her authorized representative) to Contractor. However, no extension of the Term shall increase the Maximum Contract Liability stated in this Agreement.

**C. Suspension and Termination.**

1. Suspension. The City may suspend performance of this Agreement or any Task Order issued pursuant to this Agreement at any time with or without cause. Upon receipt of notice from the SVP or his/her authorized representative, Contractor shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in the Task Order shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Contractor from the SVP.

3. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section B.3.b of this Article, Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section B.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Article IV, Section B.2., Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section B.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections B.5 and B.6, exceed the Maximum Contract Amount.

7. No Claims. Upon termination of this Agreement or any Task Order, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

**D. Remedies.** In the event Contractor performs services under this Agreement in violation of any provision herein, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected design documents, including reproducible drawings;
2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and
3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.

These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of this Agreement.

## ARTICLE V. COMPENSATION AND PAYMENT

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Two Million Dollars and No Cents (\$2,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

**C. Payment Source.** For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**D. Fee.** Initial individual hourly rates including any applicable multiplier are set forth in *Exhibits B and D*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

**E. Payment Schedule.** Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

**F. Invoices.** Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement, including *Exhibit E*, and:

1. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

2. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or his/her authorized representative.

**G. Timesheets.** Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement and any other records required by *Exhibit E* or in a Task Order. The City may examine such timesheets upon the City's request.

**H. Disputed Invoices.** The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or his/her authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Article IX.

**I. Carry Over.** If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO or his/her authorized

representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

## **ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT**

### **A. Minority/Women Business Enterprise.**

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“**D.R.M.C.**”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is **15%**.

2. Under § 28-68, D.R.M.C., Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described in § 28-70, D.R.M.C. Contractor acknowledges that:

a. If required by DSBO, Contractor shall develop and comply with a Utilization Plan in accordance with § 28-63, D.R.M.C. Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70,

D.R.M.C. Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

**B. Prevailing Wage.** To the extent required by law. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement. (*See Exhibit F*)

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

3. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

4. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720)-913-5000 or emailing auditor@denvergov.org.

5. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

**C. City Minimum Wage.** To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual

or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**D. Prompt Pay.** The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Contractor's own personnel, billings from subcontractors, and all other information necessary to assess Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Contractor. The City may, at the discretion of the DSBO Director or his/her authorized representative, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director or his/her authorized representative. However, no deductions shall be made from Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

2. **Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over, to which § 28-72, D.R.M.C. applies, Contractor is required to comply with the Contractor Prompt Payment provisions under § 28-72, D.R.M.C., regarding prompt payments by the Contractor to MWBE subcontractors. Payment to MWBE subcontractors shall be made no later than thirty-five (35) days after receipt of an MWBE subcontractor's invoice.

## ARTICLE VII. INSURANCE REQUIREMENTS

**A.** Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

**B.** Unless specifically excepted in writing by DEN Risk Management, if Contractor shall be using subcontractors to provide any part of the services under this Agreement, Contractor shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

**C.** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**D.** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

**E.** The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and 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, its elected and appointed officials, employees, agents and volunteers.

#### **ARTICLE VIII. DEFENSE AND INDEMNIFICATION**

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

**B.** Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**C.** Contractor 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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

## **ARTICLE IX. DISPUTES**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## **ARTICLE X. GENERAL TERMS AND CONDITIONS**

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

**B. Assignment.** Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO or his/her authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Contractor hereunder.

### **C. Compliance with all Laws and Regulations.**

1. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

2. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

<https://business.flydenver.com/bizops/bizRequirements.asp>.

**D. Compliance with Patent, Trademark and Copyright Laws.**

1. Contractor 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, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

2. Pursuant to Article VIII, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

**E. Notices.**

1. Notice of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

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

And by the City to:

Sky Blue Builders LLC  
2501 Dallas Street, Unit 273  
Aurora, CO 80010  
Attn: Lauren Grosh  
lgrosh@skybluebuilders.com

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered

or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in this Section.

3. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and document transmittals.

**F. 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 Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

**G. No Third-Party Beneficiaries.** The Parties agree 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 Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

**H. Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

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

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

**K. Cooperation with Other Contractors.**

1. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

2. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

**L. Inurement.** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

**M. Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**N. Coordination and Liaison.** Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or his/her authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

**O. No Authority to Bind City to Contracts.** Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

**P. Information Furnished by the City.** The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

**Q. Taxes and Costs.** Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

**R. Environmental Requirements.** Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

1. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response,

Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

2. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

3. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

4. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

**S. Non-Exclusive Rights.** This Agreement does not create an exclusive right for the Contractor to provide the services described herein at the Airport. City may, at any time, award other Agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the Parties under their respective Agreements, DEN shall determine the privileges of each party and Contractor agrees to be bound by DEN's decision.

## **ARTICLE XI. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS**

**A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

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

**C. Advertising and Public Disclosures.** Contractor 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 SVP or his/her authorized representative. Any oral presentation or written materials related to DEN 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. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

**D. Colorado Open Records Act.**

1. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 et seq., and Contractor 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 Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

2. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

**E. Examination of Records and Audits.**

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations, if longer than six (6)

years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

2. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, 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.

3. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

**F. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver 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 barring Contractor from City facilities or participating in City operations.

**G. City Smoking Policy.** Contractor 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.

**H. Conflict of Interest.**

1. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

2. 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 Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

3. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in his/her sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

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

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Contractor is liable for any violations as provided in said statute and ordinance.

2. Contractor certifies that:

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

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

3. Contractor also agrees and represents that:

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

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

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

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

e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

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

## **ARTICLE XII. SENSITIVE SECURITY INFORMATION**

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

## **ARTICLE XIII. DEN SECURITY**

**A.** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

**B.** Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and

Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

#### **ARTICLE XIV. FEDERAL RIGHTS**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in the Appendix.

#### **ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

**A. Attachments.** This Agreement consists of Article I through XVI which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Prevailing Wages

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Article I through XVI 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
- Article I through XVI hereof
- Exhibit A
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit B

#### **ARTICLE XVI. CITY EXECUTION OF AGREEMENT**

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. 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.

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202056971-00  
**Contractor Name:** Sky Blue Builders LLC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

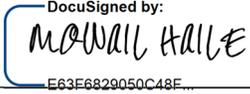
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202056971-00  
Sky Blue Builders LLC

By:  \_\_\_\_\_

Name: MOWAIL HAILE  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Appendix**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.3.1 Clause that is used for Contracts**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 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 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

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

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

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer 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.

## **EXHIBIT A Scope of Work-DEN On-Call Landside Facilities Maintenance and Repair Services**

### **1 - INTRODUCTION**

#### **1.1 - THE FACILITY DESCRIPTION**

1.1.1. The Denver International Airport Landside consist of the main terminal, north terminal support facility, airport office building, parking structures, hotel and transit center, and numerous ancillary support facilities including mechanical, electrical and plumbing (MEP) systems. Some systems are located below grade which serve above-grade facilities.

#### **1.2 - GENERAL SCOPE:**

1.2.1. The Airport solicits On-Call Landside Facilities Maintenance and Repair Services contracts to provide various trade services on an as-needed basis. The task scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these trade services will include disciplines in Electrical, Plumbing, Heating, Ventilation, Air Conditioning (HVAC), Building (Carpentry, Glazier, Car Wash repairs, Appliance Services), and Paint services, and other services as needed for landside interior and exterior needs.

Projects will vary from general preventative maintenance services and repairs to projects that are very specific such as building repair services including but not limited to: exterior doors (solid, glazed, overhead and roll-up), roof systems repairs, Interior construction (fixed partitions, doors, and counters), conveying, interior finishes (wallboard and flooring finishes, carpeting, hardeners and sealers, ceiling tiles and panels), Plumbing (water closets, lavatories, sinks, drinking fountains and coolers, fixtures, valves & hydrants, backflow preventers), HVAC (Gas Meter, Condenser, Roof Exhaust Fan Systems, Fume Hood Exhaust System, Appliance Services, Garage Exhaust Systems, Air Dryer), Electrical furnishment and installation of Power Devices, Equipment and circuiting (Panelboards and Transformers 480V), Lighting, Low-Voltage, Medium Voltage and special systems, Life Safety, and Fire Protection services including sprinkler.

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

1.2.3. The term "Task and Project" when it is used in this Agreement means all the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for any and all professional design services as requested by the Director of Facilities Management or the designated representative.

### **2 - CONTRACTOR'S SPECIFIC SCOPE OF WORK**

#### **2.1 - CONTRACTOR SERVICES**

2.1.1. The Contractor, as deemed necessary by the Director of Facilities Management or the designated representative, will be required to provide professional trades services for specific task scopes of work. The Contractor must be a general contractor at the municipal level and have required state-level license as determined by each trade (electricians and plumbing). The

## **EXHIBIT A Scope of Work-DEN On-Call Landside Facilities Maintenance and Repair Services**

Contractor's general scope of work requirements are detailed in the City and County of Denver Department of Aviation Standard Specification for Construction General Contract Conditions and this exhibit A for the duration of the contract.

2.1.2. Specific task scopes of work, which will be issued with a Request for Proposals (RFP), which may include but are not limited to the trade services listed in section 1.2.1. The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, and materials necessary for and required to perform all the Work described, drawn, set forth, shown and included in said Contract Documents. Work may include installation, repairs to or replacement of any infrastructure within or pertaining, primarily to the Landside. The scope of work is dynamic, varied, and may be continuous throughout the contract duration.

This On-Call Contract will have project work initiated by a written Task Order which will set forth the scope of the work or services to be provided. The price for each Task will be determined by either:

1. Time and Material with a Not to Exceed or 90% of the City's estimate
2. Competitive bid between two (2) or more On-Call Contractors

On-Call contracting is a flexible, streamlined procurement method used to acquire trade related services, as further outlined below, to get projects completed quickly and efficiently.

Emergency services work shall be issued whenever there is public safety, regulatory requirements or operational issues that may exist.

Certain areas of work may require significant night work, typically from 2300 to 0600. Night working hours are subject to change and will be based upon the operational needs of DEN.

The work under this contract could be funded by Operating and Maintenance (O&M) funds and/or Capital Improvement Program (CIP) and will be funded from the approved O&M and/or CIP budget. The duration of the contract is to be 3 (three) years starting in third quarter of 2020.

The typical types of project that may be included, but are not limited to the following:

1. Project Management of all aspects within the scope of Landside Facilities Maintenance and Repair Services, including trade procurement
2. Scope coordination with respect to facility location and work type.
3. Cost Estimating, budgeting, scope definition, scheduling, field coordination and management.
4. Handrails missing where required, size, location and height discrepancies
5. Doors, door hardware, gates, gate hardware, door/gate opening forces and closing speeds, automatic opening and closing devices, omission of automatic opening and closing devices, door stop deficiencies, height of door thresholds, door opening dimensions,
6. Lavatory sinks and associated piping, urinals, toilet compartments, drinking fountains, group showers, lockers, pool stairs/lifts, walk surfaces, ramps, audible/visual devices, light switch locations, other electrical devices
7. Preparation and reproduction of schematic, bid, and construction documents
8. Demolition
9. Interior Painting, including scrape, sand, patch imperfections and scaffolding
10. Special structures; Manholes, Vaults and Retaining Walls
11. HVAC work includes, but not limited to the following:

## **EXHIBIT A Scope of Work-DEN On-Call Landside Facilities Maintenance and Repair Services**

- a. Scheduled maintenance and scheduled or emergency repair services for the chillers, boilers and associated equipment.
    - i. Equipment includes; Five Chillers are in the Central Utility Plant, two on Concourse A and two on Concourse C, totaling nine. Seven chillers are manufactured by York, Inc. a division of Johnson Controls, Inc., four rotary screw compressor and three centrifugal compressor units. Two chillers are manufactured by Trane, a division of Ingersoll Rand, both using dual centrifugal compressors.
    - ii. Electric Motors: Electric constant speed motors drive all York Chillers; two on each concourse and three in the Central Utility Plant. Motor specifications: Four 163 HP, 460 VAC 3 PH motors (Concourse A & C) and three 3000 HP, 4160 VAC motors (Central Utility Plant.) Four variable speed driven motors drive the two Trane Centri-Vac chillers (Central Utility Plant) Motor specifications: Two motors of 794 HP and two motors of 819 HP each at 4160 VAC.
  - b. Clean furnace and duct work, clean Air Handling Units (AHUs) and ducting, replace vent covers, Clean dryer vents, Kitchen exhaust systems
12. Electrical Work includes, but are not limited to the following:
- a. Power Devices, Equipment and circuiting
    - i. Electrical branch circuit panels, transformers, disconnect switches
    - ii. Feeder and branch circuit conduit, wiring and connections
    - iii. Electrical duct banks
    - iv. Metering Equipment
    - v. Standby generators
    - vi. Motors and motor controllers
    - vii. Aircraft ground servicing equipment and loading bridges
    - viii. Grounding
    - ix. Lightning Protection
  - b. Lighting
    - i. Light fixtures, accessories and parts
    - ii. Light poles, masts and supports
    - iii. Lighting control devices
    - iv. Lighting control panels
    - v. Lighting control wiring
    - vi. Lighting control programming
  - c. Low-Voltage and special systems
    - i. Data devices and cabling
    - ii. UPS systems
    - iii. Photovoltaics
    - iv. Emergency Fuel Shutoff (EFSO)
    - v. Baggage Handling Systems
    - vi. Security and Access Control
    - vii. HVAC Controls and building automation systems
  - d. Life Safety
    - i. Fire alarm devices, panels, wiring
    - ii. Emergency Communications System speakers, wiring, equipment
  - e. Medium Voltage
    - i. Motors and controllers
    - ii. Switchgear
  - f. Other disciplines (ancillary to electrical work)
    - i. Concrete equipment bases and foundations

## **EXHIBIT A Scope of Work-DEN On-Call Landside Facilities Maintenance and Repair Services**

- ii. Trenching, backfill, and associated pavement work
- iii. Signage and striping/painting
- iv. Bollards, guard rails and curbing
- v. Traffic and pedestrian control
- vi. Structural elements (such as trapeze hangers, strut bracing, anchors, etc) for support of electrical infrastructure and equipment

### **2.2 – SPECIFIC TASK SCOPE OF WORK**

2.2.1. The Director of Facilities Management or the designated representative will issue, to the Contractor, a Request for Proposals for a specific task. If the work will produce a product used for construction, the City will also issue a construction budget. The Contractor will prepare and submit a fee proposal and its task design schedule within 14 days of receipt of the signed task Request for Proposal (RFP) for On-Call Facilities Maintenance and Repair Services. Not all RFPs may result in an executed task.

2.2.2. The Contractor's fee proposal will be by task, broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the task scope of work. The task fee proposal must provide a breakdown for each subcontractor. The Contractor's fee proposal will be submitted using the On-Call Industrial Proposal Spreadsheet and the Contractor's written understanding of the request task. Also include scope activity description for each subcontractor utilized on that task.

### **2.3 - TASK REQUEST FOR PROPOSAL**

2.3.1. For each task scope of work issued, the City will review the fee proposal and task project schedule. The Contractor will not begin work on any task scope of work without having received a fully executed On-Call Services Authorization. In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the Director of Facilities Management or the designated representative.

2.3.2. Each Task Request for Proposal will identify the specific scope of work. The Contractor will prepare its fee proposal based upon the task definition and performing the requirements defined in each task.

2.3.3. DEN Specifications and Criteria: Denver International Airport has developed specific specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria for the development of the assigned task(s). The Contractor will review those specifications to determine if the specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices or the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Contractor's opinion is that the DEN specifications and criteria are requiring services that are contrary to its professional judgment and professional responsibility, the Contractor will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Contractor will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the task that will allow the Contractor to proceed within its acceptable standard of care.

## **EXHIBIT A Scope of Work-DEN On-Call Landside Facilities Maintenance and Repair Services**

2.3.4. Following this agreement, the Contractor acknowledges that the services of the task are produced in accordance with its standards of care and accepts full responsibility for the task in accordance to the rules, regulations, and laws governing its activities in the State of Colorado.

### **2.4 - INCORPORATION OF CONTRACTOR'S PROPOSAL**

2.4.1. The following sections are attached to the Agreement: the list of Contractor's Personnel Assigned to this Contract as defined in section 2.5, and the Labor Rates for all anticipated staff.

### **2.5 - CONTRACTOR'S PERSONNEL ASSIGNED TO THIS CONTRACT**

2.5.1. The Contractor will assign a lead project manager to this contract who has experience and knowledge of the trades professions industry standards. At a minimum, the project manager must be a City and County of Denver licensed General Contractor. The project manager will be the contact person in dealing with the airport on matters concerning this contract and will have the full authority to act for the Contractor's organization and at the direction of the Director of Facilities Management or the designated representative. This project manager will remain on this contract during the entire contract term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

2.5.2. Should the City request the removal of a project manager; the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the Director of Facilities Management or the designated representative.

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

2.5.4. The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be approved by the DEN Project Manager of the contract.

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

### **2.6 - DILIGENCE:**

2.6.1. The Contractor will perform the services defined by the individual task scope of work in a timely manner and as directed by the Director of Facilities Management or the designated representative.

### **2.7 - COOPERATION**

2.7.1. The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN. Particularly those contractors whose work connects or interfaces with the Contractor's task scope of work. The Contractor's fee proposal for each

## **EXHIBIT A Scope of Work-DEN On-Call Landside Facilities Maintenance and Repair Services**

task will include coordination with Contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a fee proposal.

### **3 - MISCELLANEOUS REQUIREMENTS 3.1 - EXISTING FACILITIES INFORMATION**

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

1. Electronic files of Construction Drawings (Task Specific)
2. Available BIM files for areas of work (Task Specific)
3. Electronic copies of available contract specifications (Task Specific)

3.1.2. Information Gathering: The Contractor will include in its fee proposal for each task, the cost of providing personnel at DEN to gather task information from the DEN AIM Records Management section. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's task fee proposals will always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and systems documents in electronic format. Once the task authorization is approved, the Contractor will begin the task.

### **3.2 - Task Notice to Proceed**

3.2.1. Notification: The City will provide written notification to the Contractor to proceed with a task scope of work. This written notification will come in the form of a signed On-Call Services Authorization. The Contractor will not be authorized to proceed with the work described in Exhibit A or a task proposal and the City will not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

### **3.3 - Airport Security Requirements**

3.3.1. Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the RFP documents.

**EXHIBIT B - RATES**

**Core Staff Labor Rate Data Entry Worksheet**

	Select the Contractor Company	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' enter actual Job Title	Select the appropriate Experience Level	Enter the Employee Hourly Wage (Salary / 2,080)	Hourly rate for Allowances on the Payroll Register	Total Base Hourly Rate	Multiplier Factor	Hourly Rate Charged to the City
1	Sky Blue Builders, LLC	Grant Lebahn	Construction Manager		Level V, Managerial					\$100.24
2	Sky Blue Builders, LLC	Oniel Thomas	Project Manager		Level IV, Supervisory					\$64.04
3	Sky Blue Builders, LLC	Taylor McKibbin	Project Superintendent		Level IV, Supervisory					\$57.08
4	Sky Blue Builders, LLC	Chris Kelly	Construction Coordinator		Level III, Full Experience					\$50.12
5	Sky Blue Builders, LLC	Lucy Rodriguez	Project Accountant		Level III, Full Experience					\$43.16
6	Sky Blue Builders, LLC	Adam Tinucci	Project Engineer		Level III, Full Experience					\$50.12
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**EXHIBIT C**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
INFRASTRUCTURE MAINTENANCE AGREEMENT**

**A. Certificate Holder**

The certificate shall be issued to: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard, Suite 8810  
Denver CO 80249  
Attn: Risk Management

**B. Acceptable Certificate of Insurance Form and Submission Instructions**

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

**C. Coverages and Limits**

1. Commercial General Liability:

Vendor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, host liquor, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum \$2,000,000 annual per location aggregate must be maintained.

- a. Such insurance shall also provide contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Such insurance shall include Mobile Equipment Liability, if such equipment will be used to perform services under this Agreement.

2. Business Automobile Liability:

Vendor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Vendor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises
- d. If transporting waste, hazardous material, or regulated substances, Vendor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Vendor is an individual or represents that Vendor does not own any motor vehicles and Vendor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Vendor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3. Workers' Compensation and Employer's Liability Insurance:

Vendor shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- a. If Vendor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Vendor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.

4. Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):

Vendor shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate

- a. Coverage shall include, but not be limited to, professional misconduct or lack of ordinary skill, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, costs associated with breach notification, credit monitoring, PCI and regulatory fines and penalties, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
- b. Vendor shall maintain such insurance for an additional period of one (1) year following termination of this Agreement.

5. Pollution Legal Liability:

Vendor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and annual aggregate for claims arising out of a pollution condition or site environmental condition.

- a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
- b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.

6. Installation Floater:

Vendor shall provide coverage with a limit equal to the full insurable value of materials and equipment and be written on a Special Covered Cause of Loss Form including theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work, and soft costs. The policy shall cover property while located at the project site, at temporary locations, or in transit; and name the City as the loss payee on the policy, as its interests may appear. Coverage shall remain in force until acceptance of the work by the City.

7. Property Insurance – Business Personal Property:

Vendor is solely responsible for any loss or damage to their business personal property or personal property of its employees, including, without limitation, furnishings, materials, tools, and equipment. If Vendor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section E will be required from its insurer.

8. Excess/Umbrella Liability:

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess policy(es) must follow form of the primary policies with which they are related to provide the minimum limits.

**D. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability), Vendor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers as Additional Insureds by policy endorsement.

**E. Waiver of Subrogation**

For all coverages required under this Agreement, Vendor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers by policy endorsement.

**F. Notice of Material Change, Cancellation or Nonrenewal**

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

**G. Additional Provisions**

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Vendor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. Provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City shall be provided on policies which the City requires Additional Insured status.

5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Vendor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time the Vendor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance or approval of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Vendor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance or approval of any submitted insurance certificate is subject to the approval of DEN Risk Management or its designee. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Vendor is solely responsible for ensuring they are in compliance with all insurance requirements and that all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its insurance providers shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Vendor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Vendor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

# Exhibit D

## ON-CALL PROFESSIONAL SERVICES DESIGN AND ENGINEERING

### TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: August 2020

## 1 INTRODUCTION

### 1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

### 1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call professional design services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services may include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.

1.2.2 Should a Task Order scope of work require an engineering discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on any Exhibit for the City's approval prior to contracting for services with that subcontractor.

1.2.3 The term "Task Order" when it is used in this Agreement means all of the work associated with the proposal preparation; preparation of design and construction documents, plans, specifications, and estimates; and construction administration for any and all professional design services as requested by the Senior Vice President of Airport Infrastructure Management (SVP of AIM) Development or the designated DEN representative.

## 2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

### 2.1 CONTRACTOR SERVICES

2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide professional design and engineering or other services for specific task scopes of work. The Contractor must be a licensed architect or professional engineer in the State of Colorado. The Contractor's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural,

Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement.

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

- 2.1.2.1 Design administration
- 2.1.2.2 Design analysis programming
- 2.1.2.3 Plumbing services
- 2.1.2.4 HVAC services
- 2.1.2.5 Carpentry/Millwork
- 2.1.2.6 Painting Services
- 2.1.2.7 Electrical Services
- 2.1.2.8 Energy and/or LEED analysis and conformance to latest energy requirements
- 2.1.2.9 Cost estimating services
- 2.1.2.10 Security, communications, lightning protection design services
- 2.1.2.11 Construction schedule services
- 2.1.2.12 Preparation and reproduction of schematic, bid, and construction documents.
- 2.1.2.13 Bid evaluation
- 2.1.2.14 Commissioning coordination
- 2.1.2.15 Code analysis
- 2.1.2.16 Building information modeling in Revit
- 2.1.2.17 Construction administration
- 2.1.2.18 Agreement closeout services
- 2.1.2.19 Preparation of record or “as built” documents to include, but not limited to, updated Revit models

## 2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Contractor a Task Order Request for Proposal (see form PS-02) for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Contractor will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.2.2 The Contractor shall provide a fee proposal that includes the following:

- 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.

- 2.2.2.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.
- 2.2.2.4 Identification of lump sum not to exceed design fee.

## 2.3 TASK ORDER REQUEST FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Contractor will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization (see form-PS-03). In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 Design Standards Manuals: Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN Design Standards Manuals (DSMs) that will be applicable to the Task Order scope of work. The Contractor will prepare its fee proposal based upon the Task Order definition and performing the requirements defined in each applicable chapter of the design standards manual. These DSMs are documents which define the requirements for project design, constructability, operability, and performance for airport projects. As such, these documents are periodically updated, revised, and improved. Throughout the duration of this Agreement the most current version of the published DSMs will apply at the time of each On-Call Task Order Authorization, and these versions will supersede previous published versions.
- 2.3.3 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria for the development of each assigned Task Order(s). The Contractor will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Contractor's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Contractor will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Contractor will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Contractor to proceed within its acceptable standard of care. Technical

specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.

- 2.3.4 Following this agreement, the Contractor acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

## 2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the project manager may be required to be licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Contractor may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.
- 2.4.4 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative.

## 2.5 DILIGENCE

- 2.5.1 The Contractor will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Contractor shall submit their design QA/QC plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

## 2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN. Particularly those contractors and consultants whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's fee proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a fee proposal.

## 3 MISCELLANEOUS REQUIREMENTS

### 3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
  - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
  - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
  - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
  - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Contractor will include in its fee proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information from the DEN AIM Records Management section. This will include, but not be limited to: review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's Task Order fee proposals may be required to include where applicable field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order Authorization is received by the Contractor, the Contractor will begin the Task Order as-builts.

### 3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

## 4 OWNERSHIP OF PLANS AND DOCUMENTS

### 4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Contractor will not replicate or otherwise use the overall design of the Project for any other project. The Contractor may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Contractor and/or its subcontractor to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Contractor for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Contractor.
- 4.1.2 The City may grant the Contractor a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Contractor and/or its subcontractors in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Contractor irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Contractor agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Contractor and between and/or its subcontractors will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

## 5 TASK ORDER EXECUTION

### 5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a

signed On-Call Design Services Authorization (see form PS-03). The Contractor will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.

- 5.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors.
- 5.1.3 Schedules: Immediately following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## 5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order Request for Proposal, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon receipt of the executed Task Order, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and may be required to use the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include a completed PS-23 Design Quality Control Checklist and Environmental Checklist for Planning ES-2 forms.
- 5.2.3 Design Reviews: All Contractor design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Contractor shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, Contractor may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by Contractor within seven (7) calendar days after receipt of comments unless a different timeframe is specifically defined in the Task Order Scope of Work. Review and comments by DEN do not relieve the Contractor from liabilities of providing complete design services and is not an acceptance of any errors or omissions that may be contained in the documents. Review by DEN shall NOT be construed by the Contractor as replacing the Contractor's quality control program. Design Review Submittals by the Contractor must be reviewed by the Contractor and corrected prior to submittal to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems, or do not include all the required documents.

- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will be only be received by the Contractor through an executed On-Call Task Order Authorization Amendment (see form PS-04). The Contractor cannot proceed on any work changes without an executed Task Order amendment.
  - 5.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP) Form (PS-16). The DEN Project Manager will provide written acceptance of all VECP's within 14 days of submission. Any VECP that does not have written acceptance is not approved.
  - 5.2.6 Project Risk: when requested, the Contractor will assist the DEN Project Manager define construction project risks).
- 5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW
- 5.3.1 Certification of Design: Prior to advertising any project for bid or submitted to the building department for plan review, the Agreement documents shall be submitted to the DEN Project Manager accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). For AIP funded projects the Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used.
  - 5.3.2 Advertising for Bid: All requirements for Contractor participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.
  - 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Contractor shall include the costs associated with submitting Agreement documents to the City, Denver Development Services (DDS) for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.
- 5.4 CONSTRUCTION ADMINISTRATION
- 5.4.1 Construction Phase Administration: All requirements for Contractor participation will be outlined in each Task Order Request for Proposal. At a minimum refer to the Design Standards Manual, Standards and Criteria chapter 8 for requirements.
- 5.5 ADDITIONAL SERVICES
- 5.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Contractor via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
  - 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see formPS-5), or duration as defined in writing by the DEN Project

Manager, the Contractor shall provide a lump sum not to exceed fee proposal that includes the following:

- 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subcontractors.
- 5.5.2.2 A completed On-Call {Agreement title} Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
- 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.5.3 Additional Services Authorization: Approval of the Contractor’s proposal will be through an executed Additional Services Authorization (see form PS-06). The Contractor cannot proceed on any work changes without an executed Task Order amendment.
- 5.6 TASK ORDER CLOSEOUT
  - 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
  - 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
  - 5.6.3 Task Order Final Payment: Final payment to the Contractor will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

## 6 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-03	On-Call Task Order Authorization (for Design).xlsx
PS-04	On-Call Task Order Authorization Amendment (for Design).xlsx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-07	Project Records Audit Checklist – Design.xlsx
PS-08	Partial Lien Release.docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-14	Environmental Checklist for Planning ES-02.docx
PS-16	Value Engineering Change Proposal Form.xlsx
PS-23	Design Quality Control Checklist.xlsx
PS-24	Design Closeout Checklist – Design-Professional-Task Order Services.pdf
PS-24a	Commissioning Closeout Checklist – Commissioning-Task Order Services.pdf
PS-25	Certification of Design and Construction Drawings for Advertising.docx

PS-26	Professional Services Affidavit of Completion Letter.docx
PS-28	Design Certification Letter – AIP Projects (FAA)
PS-46	Predesign Meeting Agenda.docx
PS-47	Design Meeting Minutes.docx
PS-50	Scoping Meeting Agenda.docx
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

# Exhibit E

## ON-CALL PROFESSIONAL SERVICES

### SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

## 1 INTRODUCTION

- 1.1 This Exhibit describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Contractor shall prepare invoices that are based on its progress toward completing the Contractor's Task Order. The Contractor schedules the work and identifies the resources (costs and 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 Contractor then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Contractor must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Contractor shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Contractor to provide records when requested, then and in that event, the Contractor will pay to the City reasonable damages the City may sustain by reason thereof.

## 2 WORK SCHEDULE

- 2.1 The Contractor, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Contractor's activities. Task Order schedules include all activities that the Contractor must perform to complete the Contractor's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Contractor's Task Order.
- 2.2 The City will provide its comments to the Contractor within fourteen (14) days after the Task Order Schedule is submitted. The Contractor shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

## 3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Contractor may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Contractor 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 direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Contractor shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
  - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
  - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Contractor to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

#### 4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Contractor. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Contractor.
- 4.2 The City will provide the Contractor with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is agreed upon by the Parties. The Contractor shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Contractor shall agree on the day of the month the Contractor's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Contractor shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Contractor used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 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.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Contractor. The Contractor and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Contractor must have provided the City with the following documentation before any payments will be made to the Contractor:
  - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
  - 4.6.2 Signed subcontractor agreement(s)
  - 4.6.3 Final Organizational Chart (Updated with new Subcontractors as they are acquired)
  - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
  - 4.6.5 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 electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, 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. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Contractor recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Contractor during contract negotiations. Contractor will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Contractor as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

## 5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Contractor shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Contractor within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Contractor. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Contractor 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 change 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 and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Directors. DEN is not obligated to grant any schedule or cost changes or increases.

## 7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
  - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
  - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
  - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
  - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
  - 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
  - 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
  - 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
  - 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

## 8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Contractor shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN 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 Contractor'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 DEN 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. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will 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, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. 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 Contractor's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN it its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

## 9 SUMMARY OF CONTRACT TASK ORDER CONTROL

### 9.1 DEN Project Manager Discretion

- 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

### 9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subcontractor Agreement(s) with an Exhibit listing the subcontractor's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Contractor and all subcontractor's (see form PS-B).
- 9.2.3 Authorized Signers: List of the names and titles of Contractor staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
- 9.2.4 Work Schedule.

### 9.3 Monthly Submittals

- 9.3.1 The Contractor shall submit the Monthly Progress Report.
- 9.3.2 The Contractor shall submit invoicing by the day of the month referenced in other sections.

### 9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 Unless specifically identified by the DEN Project Manager, the Contractor shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-contractor, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
- 9.4.4 The Contractor shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

## 10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Contractor and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Contractor shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Contractor shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, contractors, subcontractors, and all project entities. All Contractors, Subcontractors, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Contractor shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

## 11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

## Exhibit F



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** January 27, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200020  
Superseded General Decision No. CO20190020  
Modification No. 2  
Publication Date: 01/24/2020  
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

Office of Human Resources  
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202  
p: 720.913.5751 | f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

**Exhibit F**

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

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CARP0055-002 11/01/2019

Rates	Fringes
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**Exhibit F**

CARPENTER (Drywall Hanging Only).....\$ 29.95 10.99

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 CARP1607-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	16.43

-----  
 ELEC0068-012 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.50	16.18

-----  
 \* ELEV0025-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.53	35.245

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

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 ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

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 \* IRON0024-009 11/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.85	11.92

-----  
 \* IRON0024-010 11/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	11.92

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 PAIN0079-006 08/01/2017

	Rates	Fringes
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**Exhibit F**

PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41
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PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41
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PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83
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PAIN0930-002 07/01/2019		
	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49
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PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94
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PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95
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SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47
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* SHEE0009-004 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95
-----		
SUCO2013-006 07/31/2015		

**Exhibit F**

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Exhibit F**

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 08-21-2019**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.