

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 **THE JW GROUP, INC**, a Pennsylvania corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional on-call electronic communications systems support services; and

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

WHEREAS, Consultant’s proposal was selected for award of the On-Call Electronic Communications Systems Support Services (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), 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 Business Technologies Division. The relevant Senior Vice President (the “**SVP**”), or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

A. Scope of Services. Consultant shall provide professional services and deliverables for the City as designated by the CEO, 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. Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Consultant, 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 as more fully described in *Exhibit D* (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director 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.

C. Standard of Performance.

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

ii. Consultant shall be liable to the City for all acts and omissions of Consultant and its employees, subcontractors, agents and any other party with whom Consultant 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. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner.

E. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. Consultant 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.

ii. 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.

iii. 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.

iv. Consultant is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Consultant 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).

v. 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 Consultant of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

F. Personnel Assignments.

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Consultant 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.

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

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by

the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for **one two-year term**, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Consultant shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Consultant.

iii. Termination for Cause. In the event Consultant fails to perform any provision of this Agreement, the City may either:

a. Terminate this Agreement for cause with ten (10) days prior written notice to Consultant; or

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

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the

breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Consultant 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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Consultant breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant'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 Section 8 and Section 9 otherwise provided for in this Agreement.

5. 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 Consultant under the terms of this Agreement for any amount in excess of the sum of **Seven Million Two Hundred Thousand Dollars and Zero Cents (\$7,200,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Consultant 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 Consultant solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Basis for Consultant's Fee. Consultant's fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in **Exhibit B** ("Rates") and vary according to the experience and skill required. The Project Manager, in his or her sole discretion, may annually adjust the Rates 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 Consultant's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant 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, Consultant 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 Consultant under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of this **Exhibit E** to this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

viii. Late Fees. Consultant 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.

ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the Director or their authorized representative.

G. Timesheets. Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents 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 Director or their 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 Section 9.

I. Carry Over. If Consultant'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 Consultant if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 25%.

(a) Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

(1) If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the 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.

- (2) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, 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 of the change to the City.
- (3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, 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 change or modification shall be immediately submitted to DSBO for notification purposes.
- (4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- (8) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Consultant shall comply with,

and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, 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.

i. 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, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

ii. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

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

iv. Consultant 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.

v. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant 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 Consultant fails to pay required wages and fringe benefits.

D. City Minimum Wage. To the extent required by law, Consultant 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, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

i. The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final Payment to Consultant 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 Consultant. The

City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

7. INSURANCE REQUIREMENTS:

A. Consultant 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 must be received and accepted by the City before any airport access or work commences.

B. Consultant shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant 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 Consultant; (ii) damage, theft, or destruction of Consultant'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, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the 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 the City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive,

except for the sole negligence or willful misconduct of the City.

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

C. Consultant will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

9. 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 the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

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

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

C. Compliance with all Laws and Regulations. Consultant 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.

D. Compliance with Patent, Trademark and Copyright Laws.

i. Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Consultant 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 Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Consultant 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.

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

by Consultant to:

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

And by the City to:

The JW Group, Inc.
302 Dawnwood Drive
Landenberg, PA 19350

ii. 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 ; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; 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 Subsection (E)(ii).

iii. 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 transmittals at the City’s direction.

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 Consultant. 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 Consultant, 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 Consultant 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 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.

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

ii. Consultant 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. Consultant 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 Director or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

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

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

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

S. Environmental Requirements. Consultant, 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.

i. 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), per – and polyfluoroalkyl substances (PFAS), 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.

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

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

iv. In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant 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 Consultant of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Consultant to provide the services described herein at DEN. The 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 Consultant and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Consultant agrees to be bound by CEO's decision.

11. 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. Consultant 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. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all

subcontracts.

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director or their 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. Consultant shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant'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.

i. Consultant 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 Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. 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 Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, 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, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant’s objection to disclosure, including prompt reimbursement to 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.

i. 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 Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant 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 three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. 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 Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

ii. Additionally, Consultant agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant'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.

iii. 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 Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Consultant 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 Consultant from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Consultant 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.

ii. Consultant represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Consultant or which might give Consultant an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Consultant agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant 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 Consultant fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

12. SENSITIVE SECURITY INFORMATION:

Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Consultant 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. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

13. DEN SECURITY:

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant 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. Consultant 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 Consultant and/or its agents will be deducted directly from the invoice for that billing period.

B. Consultant 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 Consultant. The fee/fine will be deducted from the invoice at time of billing.

14. 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 Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in the attached Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Attachments. This Agreement consists of Section 1 through 16 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: Equity, Diversity, and Inclusion (EDI) Plan

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

16. 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 Consultant 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:
Contractor Name:

PLANE-202265692-00
THE JW GROUP INC

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-202265692-00
THE JW GROUP INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

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

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

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on June 19, 2018

GENERAL CIVIL RIGHTS PROVISIONS

Clause that is used for Contracts:

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

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

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.1, Issued on June 19, 2018

Clause that is used for Lease Agreements or Transfer Agreements:

The (tenant/concessionaire/lessee) 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. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A5.3.2, Issued on June 19, 2018

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

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.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.1, Issued on June 19, 2018

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program:

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the 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

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

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, 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 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 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.)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.3, Issued on June 19, 2018

Title VI 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 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, 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, Sponsor will there upon revert to and vest in and become the absolute property 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.)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.4, Issued on June 19, 2018

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

APPENDIX
Federal Aviation Administration Required Contract Provisions
ALL CONTRACTS – NON-AIP FUNDED

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A6.4.5, Issued on June 19, 2018

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

The [*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.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A17.3, Issued on June 19, 2018

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OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contracts Provisions, Contract Clause A20.3, Issued on June 19, 2018

For additional information, please refer to:

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

EXHIBIT A - SCOPE OF WORK

ON-CALL ELECTRONIC AND COMMUNICATION SYSTEMS SUPPORT SERVICES

1. INTRODUCTION

The On-Call Electronic and Communications System Support Services Consultant, hereby referred to as Consultant, as required by the Senior Vice President of Business Technologies, will provide Professional Engineering Services to perform formal and incidental design, software support, project management, computer aided drafting, technical documentation, assessments, and other engineering assignments for projects related to electronics and technology systems at Denver International Airport (DEN).

2. DESCRIPTION OF THE PROJECT

The professional services support required under this scope of work shall include the provisioning of qualified engineering staff to perform design, project management, software support, computer aided drafting, technical documentation, and assessments for new and ongoing projects in the area of electronics technology systems at Denver International Airport. This work may require a combination of full-time support staff located at the airport and specialty staff that is available for specific task-based activities.

3. SCOPE OF WORK

3.1 General

3.1.1 The Consultant will be required to provide staff, both on-site and on an on-demand basis to address various elements of work. The on-demand nature of the contract will allow DEN to staff up or staff down depending upon the needs of the project and workload at hand. On-site staff shall be utilized for formal and incidental design work, project management for specific communication projects, and as augmentation to DEN's Technology staff. Office and limited support facilities will be provided by DEN for full-time, on-site Consultant staff. Telephony, office computers, access to standard office and DEN applications, file shares, and printing facilities are included in the limited support facilities for Consultants designated as on-site staff. On-demand staff is expected to have little to no support facilities located at DEN and may be required to perform work in an off-site capacity with exceptions such as required visits to DEN to complete the nature of work tied to a specific Task Order.

3.1.2 Consultant staff utilized for some Task Order work may be located off site. Work on these projects may be designed and managed from the Consultant's own local office with trips to DEN for meetings, field investigations, inspections, and other activities relative to the task-based project.

3.1.3 The Consultant for this work will be required to design, modify, and coordinate all inside plant, outside plant, and facility improvements to support all airport voice, data, and network services. This work shall include all type of cabling and services needed to support each of the systems listed below. The City shall retain ownership and rights to all work product produced by the Consultant under this Agreement. This is not an all-inclusive list and the Consultant may be required to work with other new or existing systems at DEN.

3.1.4 Electronic Systems Leveraged at DEN

Table 1 - Systems

Access Control and Badging	IP Network Technologies
Aircraft and Vehicle Location and Tracking Systems	Local, Metropolitan and Wide Area Networks
Automatic Vehicle Identification	Low Voltage Technologies
Beacons (Wireless Location Based Services)	Meteorological Instrumentation Microwave Radio Networks
Broadcast Origination	Network Clock / Timing
Building and Perimeter Security Building Management	Parking and Revenue Control
Cable Television	Passive Optical Networks
CAT and Fiber Optic Technologies	Pay Telephones
Closed Circuit Television	Public Address and Paging Systems
Common Use Terminal Equipment	Radio Frequency Coordination
Communications Centers Courtesy Telephones	Radio Frequency Distribution Network (Life Safety and Cellular Distributed Antenna Systems)
Compliance Systems	Radio Paging Systems
Data Centers and Communication Rooms	Runway Lighting
Defibrillator Stations	Satellite Communications
Differential GPS	Software Development
Doppler Weather Radar Duress Alarms	SONET / DSCS*s Networks
Duress / Panic Alarm	System Control and Data Acquisition Systems Integration
Dynamic Signage / Digital Display Technology	Taxi and Commercial Vehicle Staging
Emergency Communications System	Telephone Systems and Mass Notification Systems
Fire Alarm, Control and Detection	Travelers Information Radio
Flight/Baggage/Gate Information Display	Trunked Radio Vehicle Tracking
Garage Count/Dynamic Signage	Voice Logging Recording Systems
Information Systems Security	Wavelength Division Multiplexing
Inside and Outside Plant Telecommunications Design	

3.2 SPECIFIC ELEMENTS OF WORK

3.2.1 Budget and Planning

3.2.1.1 The Consultant shall assist in the DEN budget and planning process as it relates to the implementation, maintenance, expansion or replacement of electronics, IT and Telecommunication systems. This assistance shall include identification of projects, preparation of budgetary estimates, and prioritization of projects, project planning documents and participation in planning and budget meetings.

3.2.2 Definition of Project Requirements

3.2.2.1 The Consultant shall assist DEN staff in the definition of requirements for electronics, IT and Telecommunication projects, whether stand-alone or as part of a larger project. The Consultant shall be required to formalize these requirements into scope of work documents for implementation by internal airport staff or include these requirements in design criteria for larger projects to be designed and executed by others.

3.2.2.2 The Consultant shall monitor these requirements through completion, reporting to DEN management on progress and issues. The Consultant shall maintain a database of action items, responsible parties, and originators of requirements as a vehicle for monitoring and reporting progress. The Consultant will be required to follow the standard project delivery methodology employed by the Business Technologies Division Project Management Office (PMO) and track and report on status accordingly. Use of tools and project management software within the DEN PMO methodology may constitute as a suitable substitute to maintaining a separate database of action items.

3.2.3 Incidental Design

3.2.3.1 The Consultant shall perform incidental design work as requested by DEN management. This work shall include field investigation, production of drawings, procurement documents and other materials, which may be required. Work may also include generation of design documents, updating of standards, and system documentation.

3.2.3.2 Incidental design work is generally produced for execution by internal DEN maintenance or contract staff, for inter-department design coordination or record-keeping purposes. Occasionally this work will require the involvement of a Colorado Registered Professional Engineer when required for permitting purposes.

3.2.4 Task Order Work

3.2.4.1 Certain design projects will be assigned to the Consultant on a Task Order basis. These task orders will require the Consultant to perform a well-defined scope of work which may involve field investigation, analysis, design, production of contract documents, bidding and negotiation support and construction administration. Task orders generally address a well-defined scope of work with well-defined deliverables and outcome. The Consultant will be given a finite time and a maximum fee for performing work under each task order.

3.2.5. Project Management

3.2.5.1 The airport generally has one or more large scale design / construction projects in progress at any time. These projects involve teams of architects, engineers, and other designers with varying degrees of familiarity with DEN and its special systems and requirements.

3.2.5.2 The Consultant shall coordinate with third party designers on large multi- discipline projects to ensure that:

- DEN departmental and end user requirements are incorporated into the third-party designer's work. This includes coordination with appropriate subject matter experts within DEN staff.
- The systems designed by the third-party Consultant must comply with DEN design guidelines and technical requirements.
- The systems designed for the project correctly interface with existing portions of the DEN network and correctly utilize common infrastructure elements such as the DEN Premise Wiring and Communications System.

3.2.5.3 The Consultant shall review the third-party designer's work prior to bid to ensure that the design fully complies with the items in 3.2.5.2 above.

3.2.5.4 The Consultant shall, if requested, participate in any value engineering or cost reduction exercises to ensure that changes to the design do not adversely affect the ability of DEN to effectively operate or maintain the systems in question.

3.2.5.5 The Consultant shall, if requested, manage the implementation of any project as assigned by the Deputy Manager, or his representative.

3.2.5.6 The Consultant shall participate in project meetings, design sessions and other activities where systems issues are discussed or as assigned by DEN to represent the best interests of DEN and to coordinate various technology aspects of the project.

3.2.5.7 The Consultant shall act on behalf of DEN in all system testing, commissioning, and acceptance activities.

3.2.6. Staff Augmentation

3.2.6.1 When requested, the Consultant shall serve as a functional extension of DEN staff. These activities may include participation in internal electronic systems design and planning sessions, project management, business and systems analysis, contract administration, estimation, scope builds, systems, drawings and technical documentation, management meetings, contract dispute resolution, or any other activity where the DEN requires the Consultant's services.

3.2.6.2 The Consultant shall also provide specially assigned staff for specific purposes as directed by DEN Management. This type of assignment may include such specialty areas as data systems administrator, 24-hour on-call system support or applications development support.

3.2.6.3 The staff augmentation requirement for this scope of work is intentionally broad, allowing DEN management to direct the Consultant's activities to meet the changing needs of the airport. In addition to electronic, IT and Telecommunications engineers, this contract is broad in that it allows for the on-call Consultant to bring other required skills to the contract pending the nature of the project work when it

makes sense to bundle the task order. Additions to the job titles and their respective hourly rates will be allowed as parties mutually agree to these additions.

3.2.6.4 Due to the day-to-day workload, it is required that “on-site” employees perform their work week on the DEN campus job site. Off-site employees will be required to come on-site as required to complete work related to the Task Order issued.

3.2.6.5 Consultant staff working at DEN shall be required to follow specific workflow practices like other City employees. Examples include but are not limited to project management discipline following DEN specific project delivery methodology and use of tools such as SharePoint, MS Project, MS Project On-Line, and Project Web Access for reporting on project status and production of reports and task management or use of workflow ticketing systems like Service Now (AskIT).

3.2.6.6 The following tables represent the anticipated mix of on-site versus off-site job titles and responsibilities. DEN management will manage the mix of staff on an as needed basis between the two. Generally, the on-site designated employees are considered as staff augmentation and off-site employees are on-demand tied to a specific Task Order and unique statement of work. On-site employees can also be tied to specific Task Orders as well.

Table 2 - Staffing

ON-SITE STAFF - JOB TITLE	OFF-SITE STAFF - JOB TITLE
Business Analyst	Architectural Designer
Systems Analyst	Business Analyst
Administrative Assistant	CAD / FTP Manager
CADD Technician	CAD Drafter
CCTV Technician	CAD Technician
Communications System Designer	Communications System Designer
Contract Administrator	Cost Estimator
Network Engineer	Electrical Engineer
Network Security Engineer	Mechanical Designer
Program Manager / Sr. Project Manager	Program Manager / Sr. Project Manager
Project Manager	Project Assistant
Senior Contract Administrator	Project Manager
Sr. Airport Planner/Consultant	QA / QC Manager
Sr. Systems Specialist	Scheduler
Technology Practice Leader	Sr. Airport Planner/Consultant
Telecommunications Engineer	Sr. Architect
Information Security Engineer	Sr. Communications Designer
Compliance Specialist	Sr. Electrical Engineer
Technical Writer / Document Specialist	Sr. Mechanical Engineer
	Sr. Systems Specialist
	Systems Analyst
	Systems Specialist
	Technical Writer / Document Specialist
	Word Processing

3.2.6.7 The Consultant will provide resumes of all prospective employees whether performance is in a role of staff augmentation or Task Order work prior to work start. DEN Management reserves the right to review all resumes for appropriate experience and conduct interviews prior to bringing prospective employees onto the DEN staff.

4. AVAILABLE DOCUMENTS

The Senior Vice President of Business Technologies or representative may make available items described herein to the Consultant as needed and available.

- Drawings and maps of Project Areas
- Design or “Record Drawings” of Project Area
- Reproducible “Background” drawings
- Technical Standards and Guidelines

The Consultant may be required to update documentation as part of the scope of individual project efforts.

5. PROGRESS REPORTS / TREND ANALYSIS

The Consultant shall prepare a report each month at months end (i.e., the “Monthly Report”), or more frequently if directed by the City, which provides all information outlined in Exhibit B of this Agreement.

6. SPECIFIC CONSULTANT QUALIFICATIONS REQUIRED

In addition to design proficiency with the systems identified in 3.1.4, the Consultant shall have a minimum of 3 years demonstrated experience in a large-scale airport campus in the following areas:

- Experienced, versed and certified in the applicable City and County of Denver Building and Fire Codes for Access Control, Fire and General Building policies and guidelines.
 - Link: [City & County of Denver Building and Fire Code](#)
- Local area network: Design and master planning; experience in IP addressing and routing master plans, multicast architectures, familiarity with all major routing protocols, switching architectures and ancillary services such as DSL, Wireless LAN and point-to-point wireless networks. System planning and implementation of Gigabit Ethernet Architecture including physical, protocol, and addressing components.
- In planning and design of airport inside / outside plant communications systems cabling and pathways including conduit systems, duct banks, and cable tray as well as cable placement, splicing and terminate of fiber optic and copper transmission media in accordance with regulated telephone company practices, and national practices such as TIA/EIA published Standards including 568B, 569B, 606B, and 607A. Use of current AutoCAD or DEN CAD software to maintain system as-builts and assist in construction projects.
- Consultant shall have Cisco Certified Design Professional (CCDP) certification or equivalent in non-certified training; shall have certification as a Registered Communications Distribution Designer (RCDD) in commercial systems designs; shall be a BICSI Registered LAN specialist or equivalent.

- In planning and implementing large scale airport security systems for Federal Aviation Regulation (FAR) 107 compliance; in planning and implementing large scale airport campus Closed Circuit TV (CCTV); in planning and implementing large scale airport electrical, radio, visual display, and communications systems.
- In Broadband television design experience in large airport campus cable television environments using optical head-end equipment, single mode plant inside/outside plant distribution and traditional RF distribution design to end users.
- In large scale access control and CCTV networks including digital video storage and retrieval, with both centralized switching and distributed IP cameras with centralized Storage Area Network (SAN) storage.
- In the design of 49CFR 1542 complaint access control systems and be fully familiar with the requirements of RTCA/DO-230A Standards for Airport Security Access Control Systems, and the TSA guidance documents regarding Biometrics for Airport Access Control. Contractor shall address possible applicability and implementation of Transportation Security Administration (TSA) future requirements for airport access control systems, perimeter security, and vehicle gate security/inspection technologies to future airport security systems design.
- In design of large-scale public address and sound reinforcement systems including test and measurement of speech intelligibility, coverage modeling and noise sensing. Innovative Electronics Design (IED) systems certifications are advantageous.
- In highly reflective acoustic environments and interfaces into life safety systems in airport facilities. A working knowledge of Speech Transmission Index (STI) ratings and Common Intelligibility Scale (CIS) required.
- In design and implementation of electronic, IT, and Telecommunications systems that also integrate with Life Safety and Fire Alarm systems. Experience in interpretation and incorporation of NFPA and NEC code requirements into system designs.
- In airport master planning for electronic systems; in design of large-scale airport electronic system projects; in budgeting, cost estimating and construction management of large airport campus electronic systems improvement projects.

(EXHIBIT B) ON-SITE STAFFING RATE SHEET

All proposals must include a Cost Breakdown. Proposers are asked to complete the following cost table with their best solution pricing. The table below represents typical job classifications that may be used on-site and typically on a full-time basis and those that are off-site or those that are used more on a task order basis. Fill in the hourly rate that will be in effect for the term of the contract.

ON-SITE STAFF - JOB TITLE	Hourly Rate
Business Analyst Faithful Gould	\$ 220.00
Systems Analyst ServiceTec	\$ 150.00
Administrative Assistant JWG	\$ 55.00
CADD Technician	\$ 75.00
CCTV Technician	\$ 85.00
Communications System Designer	\$ 175.00
Contract Administrator	\$ 80.00
Network Engineer	\$ 165.00
Network Security Engineer	\$ 185.00
Program Manager / Sr. Project Manager	\$ 195.00
Project Manager	\$ 250.00
Senior Contract Administrator	\$ 200.00
Sr. Airport Planner/Consultant	\$ 190.00
Sr. Systems Specialist	\$ 195.00
Technology Practice Leader	\$ 205.00
Telecommunications Engineer	\$ 195.00
Information Security Engineer	\$ 195.00
Compliance Specialist	\$ 160.00

Technical Writer / Document Specialist	\$	105.00
Sr. Cyber Security Analyst	\$	205.00
Fire Life Safety Engineer	\$	185.00

(EXHIBIT B) OFF-SITE STAFFING RATE SHEET

All proposals must include a Cost Breakdown. Proposers are asked to complete the following cost table with their best solution pricing. The table below represents typical job classifications that may be used on-site and typically on a full-time basis and those that are off-site or those that are used more on a task order basis. Fill in the hourly rate that will be in effect for the term of the contract.

OFF-SITE STAFF - JOB TITLE	Hourly Rate
Architectural Designer	\$ 135.00
Business Analyst	\$ 145.00
CAD / FTP Manager	\$ 190.00
CAD Drafter	\$ 75.00
CAD Technician	\$ 75.00
Communications System Designer	\$ 175.00
Cost Estimator	\$ 175.00
Electrical Engineer	\$ 185.00
Mechanical Designer	\$ 186.00
Program Manager / Sr. Project Manager	\$ 195.00
Project Assistant	\$ 125.00
Project Manager	\$ 250.00
QA / QC Manager	\$ 185.00
Scheduler	\$ 200.00
Sr. Airport Planner/Consultant	\$ 281.00
Sr. Architect	\$ 275.00
Sr. Communications Designer	\$ 185.00
Sr. Electrical Engineer	\$ 220.00

Sr. Mechanical Engineer	\$	381.00
Sr. Systems Specialist	\$	195.00
Systems Analyst	\$	150.00
Systems Specialist	\$	175.00
Technical Writer / Document Specialist	\$	105.00
Word Processing	\$	50.00

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
 Denver International Airport
 8500 Peña Boulevard
 Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability:

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, 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 limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

Contractor 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 Contractor 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. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

- Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain 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. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance – Business Personal Property:**
Contractor is solely responsible for any loss or damage to their business personal property or personal property of its employees and subcontractors, including, without limitation, furnishings, materials, tools, and equipment. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Technology Errors and Omissions:**
Contractor shall maintain a minimum limit of \$5,000,000 per occurrence and \$5,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, 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, 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.
6. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

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

F. Waiver of Subrogation

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

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. 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 required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
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. Coverage required may not contain an exclusion related to operations on airport premises.
4. 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.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. 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 reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
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 an authorized representative and must be submitted to the City at the time Contractor 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 of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.



EXHIBIT D

ON-CALL ELECTRONIC COMMUNICATIONS SYSTEMS SUPPORT SERVICES

TASK PROPOSAL AND EXECUTION PROCESS



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I INTRODUCTION

1. The Facility Description

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.

2. General Scope

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 will 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.

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

2.3 The term "Task Order" 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 all professional design services as requested by the Senior Vice President of Business Technologies (SVP of BT) or the designated DEN representative.

3. Consultant's Specific Scope of Work

3.1 Consultant Services

3.1.1 The Consultant, as deemed necessary by the SVP of BT or the designated DEN representative, will be required to provide professional design and engineering services for specific task scopes of work. The Consultant must be a licensed architect or professional engineer in the State of Colorado. The Consultant's general scope of work requirements 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.



3.1.2 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:

- Design administration
- Design analysis programming
- Active Electronics and Telecommunications design
- Energy and/or LEED analysis and conformance to latest energy requirements
- Cost estimating services
- Security, communications, lightning protection design services
- Construction schedule services
- Preparation and reproduction of schematic, bid, and construction documents.
- Bid evaluation
- Commissioning coordination
- Code analysis
- Building information modeling in Revit
- Construction administration
- Agreement closeout services
- Preparation of record or "as built" documents to include, but not limited to, updated Revit models

3.2 Task Order Scope of Work

3.2.1 The SVP of Business Technologies or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal for each specific Task Order. If the work will produce a product used for construction, the City will also issue a construction budget. The Consultant 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.

- A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- A completed Fee Proposal Spreadsheet 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.
- A schedule identifying all phases of scope of work with DEN review durations.
- Identification of lump sum not to exceed design fee.



3.3 Task Order Request for Proposal

3.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Consultant will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of Business Technologies or the designated DEN representative.

3.3.2 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 Consultant 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.

3.3.3 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 Consultant will be provided those specifications and criteria for the development of each assigned Task Order(s). The Consultant 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 Consultant'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 Consultant will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Consultant 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 Consultant 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.

3.3.4 Following this agreement, the Consultant 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.



3.4 Consultant's Personnel Assigned to This Agreement

3.4.1 The Consultant will assign a lead project manager to this Agreement who has experience and knowledge of design and construction industry standards. 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 Consultant's organization and at the direction of the SVP of Business Technologies or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, 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.

3.4.2 Should the City request the removal of a project manager, the Consultant 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 BT or the designated DEN representative.

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

3.4.4 The Consultant may submit, and the city will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of the city. Reassignment will be subject to the approval of the SVP of Business Technologies or the designated DEN representative.

3.4.5 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 Business Technologies or the designated DEN representative.

3.5 Diligence

3.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of Business Technologies or the designated DEN representative.



3.5.2 The Consultant shall submit their design QA/QC plan with all Task Order proposals and a status of the plan per Task Order at any time requested by the Project Manager.

3.6 Cooperation

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

4. Miscellaneous Requirements

4.1 Existing Facility Information

- 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.
- Electronic files of Construction Drawings (Task Order Specific)
- Available BIM files for areas of work (Task Order Specific)
- Electronic copies of available Technical Specifications (Task Order Specific)
- 3-D Scans of spaces (Task Order Specific)

4.1.1 Information Gathering: The Consultant 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 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 Consultant's Task Order fee proposals will always include 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 Consultant, the Consultant will begin the Task Order as-builts.

4.2 Airport Security Requirements

4.2.1 Airport Badges: The Consultant 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.

5. Ownership Of Plans and Documents



5.1 Plans And Documents

5.1.1 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 Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the city. The city may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the city. The city agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

5.1.2 The city may grant the Consultant 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.

5.1.3 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 Consultant and/or its subconsultants while 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, Consultant 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 Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

6. Task Order Execution

6.1 Task Order Notice to Proceed

6.1.1 Notification: The City will provide written notification to the Consultant 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. The Consultant 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 Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

6.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City may schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates.

6.1.3 Schedules: Immediately following the kick-off meeting, the Consultant may be required to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

6.2 Design

6.2.1 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.

6.2.2 Submittals: Upon receipt of the executed Task Order, the Consultant will proceed with Task Order scope of work on all Task Order deliverables.

6.2.3 Design Reviews: All Consultant design submittals may be subject to DEN review, as determined by the Task Order and the DEN Project Manager. Consultant 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, Consultant may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by consultant 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 Consultant 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 Consultant as replacing the Consultant's quality control program. Design Review Submittals by the Consultant must be reviewed by the Consultant 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.

6.2.4 Design Change Request: Changes to the scope of work initiated by the Consultant will be issued to DEN's Project Manager via a Design Change Request (OCR). Initiation of this form does not guarantee work request acceptance or grant schedule relief. Approval of the Design Change Request will only be received by the Consultant through an executed On-Call Task Order Authorization Amendment. The Consultant cannot proceed on any work changes without an executed Task Order amendment.



6.2.5 Value Engineering: All value engineering options not identified through the normal design iteration phase shall be submitted through Value Engineering Change Proposal (VECP). 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.

6.2.6 Project Risk: when requested, the Consultant will assist the DEN Project Manager define construction project risks.

6.3 Advertising For Bid & Building Department Plan Review

6.3.1 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. For AIP funded projects the Design Certification Letter- AIP Projects (FAA) shall be used.

6.3.2 Advertising for Bid: All requirements for consultant participation in project bid advertisement will be outlined in each Task Order Request for Proposal Request for Proposal.

6.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Consultant 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.

6.4 Construction Administration

6.4.1 Construction Phase Administration: All requirements for consultant 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.

6.5 Additional Services

6.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services. Initiation of this request does not guarantee additional work acceptance or grant schedule relief.

6.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services, or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a lump sum not to exceed fee proposal that includes the following:



- A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
- A completed Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
- A revised schedule identifying all phases of scope of work with DEN reviews.

6.5.3 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

6.6 Task Order Closeout

6.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.

6.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter and Final Statement of Accounting.

6.6.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release - Professional Services is submitted.

END OF EXHIBIT

EXHIBIT E

ON-CALL ELECTRONIC COMMUNICATIONS SYSTEMS SUPPORT SERVICES

SCHEDULING, PROGRESS REPORTING,
INVOICING, AND CORRESPONDENCE
CONTROL



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I. PURPOSE

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

II. STANDARD CONTRACTS

1. Introduction

This Exhibit E describes the Consultant's obligations to prepare and submit schedules and progress reports, control its budget and submit invoices. The Consultant shall prepare invoices which are based on its progress toward completing the Consultant's Project. In the "payment for progress" concept described herein, the Consultant schedules the work and identifies the resources (costs and man-hours) which will be required to complete each scheduled phase. Those resources are totaled for each phase. A lump sum cost has been developed for each phase and is described in the Agreement. Progress payment measurement alternatives which the Consultant may propose for written approval for each phase are described in Section 3. below.

2. Work Schedule

2.1 Consultant shall provide the city a preliminary Final Project Work Schedule in a format approved by the Project Manager within 45 days after receiving the Notification to begin work. This schedule shall follow the Work Breakdown Structure (WBS) template provided by the Project Manager, and The City may require this schedule be cost and resource loaded.

2.2 The schedule shall identify completion dates for tasks and submittals shown in the Consultant's Scope of Work.

2.3 The city will provide its comments to the Consultant within seven days after the preliminary Final Work Schedule is submitted. The Consultant shall incorporate the City's comments in the Final Work Schedule.

2.4 No later than 75 days after the Notification to begin work, the Consultant shall submit to the Project Manager the Final Work Schedule. The approved Final Work Schedule will provide the baseline for determining monthly progress for the work and preparing invoices after it has been submitted and approved.



2.5 Three - Week Schedule Immediately following the Notification to begin work and throughout the Project, the Consultant shall submit to the Project Manager a rolling three-week, look-ahead schedule by every other Friday for the following three week's work. The schedule shall be time scaled in bar chart format and shall include all tasks identified in the Final Work Schedule for each Project.

3. Progress Payment Measurement Alternatives

The Consultant may propose for approval one of the following measurement alternatives for each scheduled task or Project for the purpose of calculating progress payments and reporting schedule status to the Project Manager. The Consultant shall use the alternative as approved in the work Authorization.

3.1 Submittal Status - Progress payments will be made after the submittals described in the scope of work have been delivered and approved by the Project Manager. A portion of the Fee will be allocated to each submittal.

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

3.3 Completion - Payments will be made for completed phases whose total duration is less than one month, if applicable. A finish credit of 95% of the portion of the Fee allocated to a task will be given when a task has been completed and approved.

3.4 Level of Effort - Progress payments will be based on the actual number of man-hours utilized to perform the task. The Consultant shall use the above alternatives to the maximum extent possible to measure activities such as progress for management, administration, and quality control, but in situations where such tasks do not fit within the first three alternatives, the level of effort alternative maybe used. This alternative may be used for Construction Phase Services.

The Consultant may be paid on its progress toward completing each task shown on its work schedule. Submittal of time sheets may be required concurrent with the submittal of each invoice. Payments for each task will be calculated by multiplying the task completion percentage by the portion of the lump sum fee allocated to that task.

Time sheet and expense records shall be maintained by the Consultant for all work performed under the Contract. Time sheets shall be organized and tracked separately for this Project or Additional Services Authorization in separate sets of files, maintained in



three ring binder(s). The City and the FAA shall have a right to examine and audit these during regular business hours.

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

4. Invoices and Progress Payments

4.1 The city will provide the Consultant access to Unifier (the approved Project Management tool) to submit their monthly progress invoice. Each Project shall be measured per discipline (including reimbursable costs) and per design phase.

4.2 Each month in which an invoice is submitted the Consultant shall invoice the City for its achieved progress on each phase during the previous month based on the method of measurement alternative selected for each phase. The invoice shall be in a form acceptable to the City. The worksheets which the Consultant uses to calculate progress for each task must be included with each copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used.) One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com. If Textura® is to be utilized, please see Section 4.7.

4.3 The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment received for services performed during the prior billing period.

4.4 If applicable, five percent (5%) of the total amount of each invoice shall be withheld from each progress payment. The amount withheld shall be paid to the Consultant after the Consultant completes all submittals required, submittals have been approved, and the Consultant has provided all lien releases for that Project.

4.5 The Project Manager will review all invoices and in the event the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The Deputy Manager shall have the authority in his sole and absolute discretion to withhold portions of any progress payment request if he determines that 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 Consultant must have provided the City with the documentation found in Section 8 before any payments will be made to the Consultant.



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

5. Monthly Progress Report Development

5.1 The Consultant shall submit to the Project Manager two (2) copies of the Monthly Progress Report with its invoice. The report shall be in letter size format, 3 hole punched, and shall be bound by temporary aluminum screw post. This Report shall contain the following sections:

Summary

- Executive Summary
- Work Schedule
- Cost Status
- Cash Flow Requirements
- Manpower and Task Completion Variance Analysis, Achieved vs. Planned, and any Planned or Proposed Schedule or Budget Revisions or other Remedial Actions
- Subcontract and Affirmative Action Goals Status

Status of Project

- Drawing/Document Schedule and Status
- Project Schedule and Manpower Status
- Task Activities Planned for Next Month
- Monthly Task Activity and Accomplishments
- Identification and Analysis, of any Scheduling, Coordination or Other Problem Areas.
- Copies of Incoming and Outgoing Correspondence Logs

5.2 The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within fourteen (14) days after Notification to begin work based on a proposed format prepared by the Consultant. The Report shall describe task completion status in terms of original plan, actual, a forecast of time to complete tasks and any expected task budget or schedule completion variances. The "Status of Each Project" report shall be bound (stapled) separately for each project or task.

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



6. Schedule Changes and Increases in Project Amount

6.1 Any requests for schedule change or increases in an agreed Amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases. All Schedule changes or increases in compensation shall be approved in advance and in writing by the City.

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 Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

7.2 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:

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

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

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

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

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

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

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

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



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

8. Allowable (Non-Salary) Expenses

8.1 Expenses Reimbursed at Cost: All Allowable (Non-Salary) expenses are reimbursed at cost.

8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

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

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

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

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



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

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

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

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

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

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

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

8.12 Project Field Office & Equipment: Including utilities, rent, communications systems, furniture, fixed equipment, etc.



8.13 Project Field Supplies, Equipment & Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

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

8.15 **Preparation of Proposals:** Costs for proposal preparation and negotiation will not be reimbursable.

9. Correspondence Control

All correspondence, including transmittals, between the Consultant and the City, subconsultants, contractors, subcontractors, major permanent material vendors, and other entities with participation in the design or construction of the Project(s) shall be serialized. The Consultant shall maintain individual incoming and outgoing correspondence logs for each entity. The Consultant may not correspond with Construction Contractors or Subcontractors or Suppliers without prior written approval by the Project Manager for each correspondence. The Consultant shall provide, at the request of the Project Manager, copies of all correspondence related to its work under the Agreement.

Upon Notification to begin work, the Consultant shall submit to the Project Manager a list of key personnel and their e-mail addresses for use in the DEN correspondence control system, Primavera Unifier. The Consultant will need to have sufficient software licenses to manage the Project which it shall immediately institute upon receipt of written approval from the Project Manager.



III. TASK ORDER- WORK ORDER

1. Introduction

1.1 This Exhibit E provides a guideline and describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order or hourly wages toward Work Orders. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order or Work Order. All expenses will be approved by the Project Manager or designee prior to being incurred by the Consultant through rates and terms called out in an approved Task Order, Work Order, and attachments herein to Exhibit E.

Task Orders are typically used surrounding a Scope of Work. Work Orders are typically issued as a form of staff augmentation. In the case of Work Orders, these approved staff are embedded within Technologies teams to complete duties and responsibilities as outlined in Attachment F. Invoicing for Work Order employees shall include timecards for the period invoiced. Task Orders shall list resources and total them for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices based on payment alternatives, which the Consultant must propose for written approval for each Task Order as described in Section Three (3) of this Exhibit E. **Billing shall be at one task per invoice.**

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

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

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

1.5 The Consultant will furnish or cause to be furnished to the Chief Executive Officer (CEO) or designee, such information as may be requested relative to the progress,



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

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

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

2. Scope, Fee Estimate, Work Schedule

2.1 The Consultant, working jointly with DEN's assigned Project Manager, will develop a scope of work, fee estimate, and work schedule (Cumulatively referred to as Scope of Work). Task Order scopes of work shall include a general narrative over what the Task Order work entails and what the deliverables are. Fee estimates shall include a detailed break out of intended staff needed to complete the work and will include hourly estimates as well as position classifications and rates. Work schedules shall include all the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.

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

2.3 Immediately following the Issuance of task order and throughout the Task Order, the Consultant shall submit to the Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

3. Progress Payment Measurement Alternatives

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



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

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

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

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

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

4. Invoices and Progress Payments

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

4.2 The city will provide the Consultant with the format required to process the payment through Textura may be applicable. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Issuance of task order. This format will identify the measurement alternatives, which will be used to measure progress for an individual task.



4.3 The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The worksheet(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com. If Textura® is to be utilized, please see Section 4.11.

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

4.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier.

4.6 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.

4.7 If applicable, five percent (5%) of the total amount of each invoice may be withheld per contract or the Bond Ordinance as it may apply, from each progress payment regardless of the measurement alternative selected in section 3 above. The amount withheld (retainage) shall be paid to the Consultant after the Consultant's completion and approval of all submittals required by the Task Order, submittals of all lien releases, and submittal of a final close out invoice. Within six (6) months of the Substantial Completion of a Task Order, the Consultant will forfeit all retainage if Consultant fails to complete all submittals required by the Task Order.

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

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



- A current Certificate of Insurance providing the levels of protection required per Prime Agreement
- Signed Sub-consultant Agreement(s) on: Initial Sub-consultants and as new Sub-consultants are acquired.
- Final Organizational Chart (Updated with new Sub-consultants as they are acquired)
- Authorization Forms ([Attachment B](#)) for any salaried Professional Personnel Assignment who are not already approved in this Agreement.
- Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and a facsimile of the employee's signature.

4.10 Monthly Invoice Checklist - Professional Services Agreements ([Attachment A](#)):

The Monthly Invoice Checklist must be submitted to the project manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of Exhibit E will be cause for rejection of the invoice until such time that all requirements are fulfilled.

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

4.12 Textura®: The consultant recognizes and agrees that it may be required to use the Textura® Construction Payment Management System (CPM System) for this contract. Proposers are urged, when preparing a proposal, to contact the Textura® Corporation at 866-TEXTURA (866-839-8872) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the consultant and sub-consultant for billings for work performed.

5. Monthly Progress Report Development

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

- a) Executive Summary
- b) Work Schedule



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

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

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

6. Schedule Changes and Increase in Project Amount

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

7.2 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:

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



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

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

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

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

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

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

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

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

8. Allowable (Non-Salary) Expenses

8.1 Expenses Reimbursed at Cost: All Allowable (Non-Salary) expenses are reimbursed at cost.

8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

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



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

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

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

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

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

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

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

8.10 Special: Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the



Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.

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

8.12 Project Field Office & Equipment: Including utilities, rent, communications systems, furniture, fixed equipment, etc.

8.13 Project Field Supplies, Equipment & Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

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

8.15 Preparation of Proposals: Costs for proposal preparation and negotiation will not be reimbursable.

9. Summary of Contract Task Order Control

9.1 Prior to Commencement of Work – Submittals Required

9.1.1 Signed Sub-consultant Agreement(s) with an Exhibit listing the sub-consultant's core staff rates and calculated Labor Rates and Classifications.

9.1.2 Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Sub-consultants ([Attachment B](#)).

9.1.3 List of the names and titles of Authorized Signers, which document(s) they can sign, and a facsimile of the employee's signature.

9.1.4 Work Schedule and Task List formatting

9.2 Within 3 Days after Issuance of Task Order – Submittals Required

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



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

9.2.3 Final Organizational Chart of the Prime Contractor and all Sub-consultants.

9.3 Within 7 Days after Issuance of Task Order

9.3.1 Correspondence Control Methods and Progress Report Format

9.3.2 Invoice and Progress Payment Format

9.3.3 The Consultant shall submit their proposed Monthly Progress Report Format

9.4 Bi-Weekly Submittal

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

9.5 Monthly Submittals

9.5.1 The Consultant shall submit the Monthly Progress Report.

9.5.2 The Consultant shall submit invoicing by the day of the month referenced in section 4.2.

9.6 Within 7 Days after Request for Proposal for Task Order – Submittals Required

9.6.1 Scope Definitions and Detailed Cost Estimate per task and per sub-consultant, List of Submittals or Deliverables, Drawing and Specification.

9.6.2 Work Schedule per task and overall Task Order schedule showing appropriate milestones.

9.6.3 The Consultant shall submit the Exhibit Task Order Fee Proposal template detailing the costs of the project.

10. Information Management Format and Electronic-Mail Protocols

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



Attachment A – Monthly Invoice Checklist

Date: Click here to enter a date.

Consultant Name: Click here to enter text.

Contract Name: Click here to enter text.

Contract Number: Click here to enter text.

Invoice Number: Click here to enter text.

Monthly Progress Payment Invoice and Exhibit E Progress Requirements Checklist: (Place a check in the box to indicate that the item was supplied in accordance with Exhibit E requirements)

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

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

Signature

Date



Attachment B – Professional Employee Authorization Form

Date: Click here to enter a date.

Contract Name: Click here to enter text.

Contract Number: Click here to enter text. **Task Number(s) (if applicable):** Click here to enter text.

Company Name: Click here to enter text.

Employee Name: Click here to enter text. **Employee Title:** Click here to enter text.

Hourly Rate Paid to Employee \$Click here to enter text. **Multiplier Factor: \$**Click here to enter text.

Hourly Rate Charged to DEN \$Click here to enter text.

Qualifications: Click here to enter text.

Resume Attached: YES NO

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

Division Director Date

Division Sr. Vice President Date



Attachment C – Expense Greater than \$500 Approval Form

Date: Click here to enter a date.

Contract Name: Click here to enter text.

Contract Number: Click here to enter text. **Task Number(s) (if applicable):** Click here to enter text.

Company Name: Click here to enter text.

Employee Name: Click here to enter text.

Estimated Total Cost: \$Click here to enter text.

Reason for Expense: Click here to enter text.

To be completed by DEN personnel:

Capital Assets: YES NO

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

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

The above-described expense has been approved.

Division Director

Date

Division Sr. Vice President

Date

cc: Finance if asset purchase



Attachment D – Mileage Reimbursement Form

Date: Click here to enter a date.

Contract Name: Click here to enter text.

Contract Number: Click here to enter text. **Task Number(s):** Click here to enter text.

Company Name: Click here to enter text.

Employee Name: Click here to enter text.

Travel From: Click here to enter text.

Travel To: Click here to enter text.

Estimated Total Miles: Click here to enter text.

Estimated Total Cost: \$ Click here to enter text.

Reason for Travel: Click here to enter text.

Travel for the above named individual and purpose is approved.

Division Director

Date

Division Sr. Vice President

Date



Attachment E – Advance Travel Authorization Form

Date: Click here to enter a date.

Contract No.: Click here to enter text.

Traveler’s Name: Click here to enter text.

Authorization No.: Click here to enter text.

Traveler’s Employer: Click here to enter text.

Destination: Click here to enter text.

Duration: From Click here to enter a date.

To: Click here to enter a date.

Purpose of Trip: Click here to enter text.

Approximate Travel Costs: \$ Click here to enter text.

Reviewed by: _____
Division Director Date

Approved by: _____
Division Sr. Vice President Date



Attachment F – Consultant Work Order Form

Vendor Name: [Click here to enter text.](#) Contract No: [Click here to enter text.](#)

Consultant Name: [Click here to enter text.](#) Title: [Click here to enter text.](#)

Start Date: [Click here to enter a date.](#) End Date: [Click here to enter a date.](#)

Bill Rate: \$ [Click here to enter text.](#) per hour (estimated at 40 hours per week)

Overtime Rate: \$ [Click here to enter text.](#) per hour (excess of 40 hours per week and City approval required).

GENERAL STATEMENT: The Vendor shall provide a Consultant who is qualified and ready, willing, and able to provide the requested professional services to the City, in accordance with the terms of Contract Number [Click here to enter text.](#) (the “Agreement”). If any conflict should arise between this work order and the Agreement, the Agreement overrides this work order and its content. The Consultant assigned to this work order shall provide a signed non-disclosure agreement prior to start date.

1. Training Expenses: DEN will not pay for training or for hours spent in training for consultant.
2. Expense Reimbursements: DEN will not reimburse for any expenses incurred by consultant.
3. Service Sites: Unless otherwise specified in writing, the services to be performed by Consultant shall be performed at the City’s location specified above.
4. Time Tracking: All work performed by consultant shall be tracked accurately and Consultant shall submit a daily timecard upon completion of each day worked and/or completion of assigned task for approval.
5. Written Approval: All overtime (hours worked more than 40 hours per week) and work performed off-site shall be approved by City in writing prior to the work being performed.
6. Early Termination: City reserves the right to terminate this Work Order at any time and for any reason prior to the end date specified in this work order.
7. Mandatory Furlough: In the case where the City & County of Denver mandates furlough days for its personnel, Vendor agrees to match the required furlough days for Consultant and not bill DEN for the furlough days taken by the Consultant.



CONSULTANT WORK ORDER - Page 2

Vendor Name: [Click here to enter text.](#)
Consultant Name: [Click here to enter text.](#)
Start Date: [Click here to enter a date.](#)

Contract No: [Click here to enter text.](#)
Title: [Click here to enter text.](#)
End Date: [Click here to enter a date.](#)

8. Responsibilities: [Click here to enter text.](#)

9. Performance Criteria and Deliverables: Consultant’s performance will be evaluated by Client on at least a bi-annual basis, using criteria determined by the supervisor.

10. Invoicing: Vendor will invoice monthly for billable hours worked in the prior month.

Denver International Airport

Vendor Representative:

Manager, Business Management Date
Business Technologies

Signature Date

Print Name

Title

For internal use only:

Funding: [Click here to enter text.](#)

End of Exhibit E



Contract #202265692

M/WBE Equity, Diversity, and Inclusion Plan

For

**On-Call Electronic Communications
Systems Support Services**

December 29, 2022

Submitted by

the..JX/group

In Professional Association with



FAITHFULL
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Member of the SNC-Lavalin Group

VER.ITAS
THE CONSULTING FIRM

EOOVentures

IRON HORSE
ARCHITECTS



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PK Electrical, Inc.

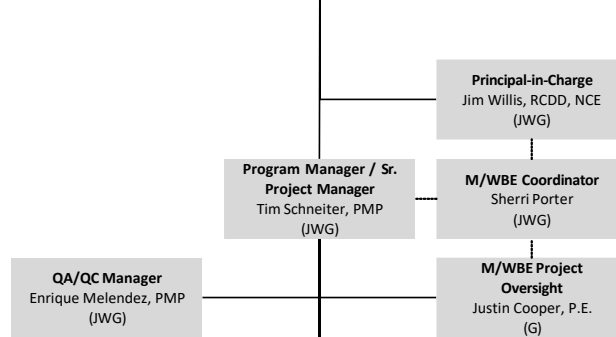
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World Class Support for IT Systems at Airports



Business Technologies

LEGEND:
 JWG - The JW Group
 EJO - EJO Ventures (M/WBE)
 FG - Faithful Gould
 G - Garver
 IRON - Iron Horse Architects (M/WBE)
 PK - PK Electrical (M/WBE)
 ST - ServiceTec
 V - Veritas (M/WBE)



NETWORK INFRASTRUCTURE	SECURITY	TELECOMMUNICATIONS	ENGINEERING	ARCHITECTURE
Brandon Rottler Network Engineer (ST)	Brian Amavi CCTV Technician (JWG)	Linda Schulte, PMP Sr. Systems Specialist (PK)	Ernie Acevedo Systems Analyst (ST)	Kevin Ashby, AIA, LEED AP Sr. Architect (IRON)
Jonathan Pullen, CISSP, PSP, CTS, CSAP Network Security Engineer (JWG)	BUSINESS SYSTEMS Tim Haar, PMP Business Analyst (FG)	Allen Wiskus / Jim Willis Technology Practice Leaders (PK/JWG)	Jack Walfish, CCDP, CCNP Sr. Communications Designer (JWG)	Fred Schutz, RA, LEED AP Architectural Designer (IRON)
INFORMATION SECURITY Deseree Moon Information Security Engineer (JWG)	Kerry Madigan, PE Fire-Life Safety Compliance (V)	Allen Wiskus Telecommunications Engineer (PK)	Roberto Saldarriaga Communications System Designer (JWG)	SUSTAINABILITY Fred Schutz, RA, LEED AP Sustainable Design (IRON)
Angela Isen, CISSP, CCNA Sr. Cyber Security Analyst (JWG)	AIRPORT PLANNING Tim Schneider, PMP / Neil Gabrielson, AAE Sr. Airport Planner / Consultant (JWG) & (G)	Ernie Acevedo Systems Analyst (ST)	Edward Odum Sr. Systems Specialist (EJO)	
		Rob Bogan Communications Systems Designer (PK)	Austin Williams Systems Specialist (EJO)	
PROGRAM MANAGEMENT / PROJECT SUPPORT				
ON-SITE STAFF Sam Joyce Administrative Assistant (JWG) Sherri Porter - Contract Administrator (JWG) Shawn Albert, PE, DBIA - Senior Contract Administrator (FG) Mike Arling, PE - Compliance Specialist (FG) Cynthia Forsythe - Technical Writer / Document Specialist (FG) Kyle Knudson - Project Manager (FG)			OFF-SITE STAFF Cynthia Forsythe - Technical Writer / Document Specialist (FG) Sam Joyce - Word Processing (JWG) Lukas Van Schalkwyk - Cost Estimator (FG) Cory Shaddox, PMP - Scheduler (FG) Sam Joyce - Project Assistant (JWG) Enrique Melendez, PMP - Project Manager (JWG)	
CAD / FTP / Building Information Modelling				
Michael Kutz, LEED AP - CAD / FTP Manager (IRON) Jovan Brown - CAD Technician (JWG)			Michael Kutz, LEED AP - CAD / FTP Manager (IRON) Jovan Brown - CAD Technician (JWG) Tim Short - CAD Drafter (JWG)	
ON-SITE STAFF (LOCAL)			OFF-SITE STAFF (LOCAL/NOT LOCAL)	



M/WBE Equity, Diversity, and Inclusion Plan (M/WBE EDI Plan)

The JW Group, Inc. is committed to fostering, cultivating, and preserving a culture of equity, diversity, and inclusion. We value our employees for their unique talents and abilities. We embrace and encourage our employee's differences in backgrounds, experiences, race, color, religious creed, sex, national origin, ancestry, citizenship status, family, or marital status, physical, mental and/or intellectual abilities, age, military or veteran status, registered domestic partner or civil union status, gender and gender identity, sexual orientation, political affiliation, and socio-economic status. All employees are valued for their individual differences and the unique contributions that help us achieve our business goals.

An example of achieving diversity as part of the hiring of new talent/staff, The JW Group has implemented a "blind" hiring process. The process begins with a job description that acknowledges The JW Groups' commitment to diversity and inclusion within the workplace. The initial candidate questionnaire requires general information about working experience, education and certifications but does not inquire about the Applicants' age, sexual orientation or any other personal information. Once an initial pool of applications and resumes have been identified, the resumes are reviewed and sorted based on their overall qualifications for the proposed position. A member of the HR team then reaches out to the candidates via email and requests an initial pre-screening interview that is conducted only as a telephone call and not via video conference. This process allows no biases that may be based on appearance. The initial screening is based solely on the questions the candidate provides regarding work history, education, and training. Once all candidates have been pre-screened, a pool of the top three candidates is then determined and recommended to the Department Manager within The JW Group. The Department Manager reviews the applications and resumes for each of the candidates and then schedules an interview via a telephone call – no video conference. Once evaluated, The HR and Department Manager convene and review interview notes and, at this point, may elect to provide an offer letter or request a third interview. The final interview may be in-person or via video conference call and is intended to obtain additional information about the candidates' qualifications and interest in the intended position. Conducting "blind" interviews is just another process to support a diversified team and prevent potential biases.

Through our equity, diversity, and inclusion policy, The JW Group, Inc. seeks to create a positive and inclusive work environment where all employees can reach their full potential and maximize their contributions. We are committed to our employees' dignity and well-being and make every effort to provide all employees with a safe and professional work environment.

A prime example of successfully promoting, assisting, and engaging M/WBE firms may be seen directly within the proposed project team for the On-call Electronic Communication Systems Support Services (ECSSS) contract. The JW Group was recently awarded a technology on-call contract with Philadelphia International Airport (PHL). The first Task Order that was allocated to The JW Group under the contract consisted of a FIDS Assessment and Recommendations Project. Through a previous working relationship for another airport, the JWG Project Team was aware of an M/WBE firm that specialized in FIDS related design and assessment services. The JWG Project



Team contacted the City of Philadelphia-Department of Commerce, Office of Economic Opportunity and inquired about the process and opportunity of adding EJO Ventures to the PHL Project Team. M/WBE registration information and processes was obtained from the City of Philadelphia and forwarded to EJO Ventures. The JWG Project Manager then assisted EJO Ventures with completing and submitting all necessary forms for becoming a registered M/WBE with PHL and the City of Philadelphia. Once approved, The JW Group contracted EJO Ventures as a M/WBE sub-consultant. During the project, the JW Group Project Manager served as a mentor in developing project related documentation which included comprehensive FIDS phasing & migration documentation and system logic diagrams. Although a 10% M/WBE goal was contractually required, The JW Group exceeded these goals with a 20% participation.

Similar to PHL, this same process of engaging EJO Ventures was conducted for the City / County of Denver and EJO Ventures is a now a certified M/WBE and considered an integral team member on the ECSSS project at DEN.

The JW Group, Inc. strives to treat its employees fairly, and with respect, and to maintain a workplace that is free from discrimination, harassment, and other offensive or unprofessional behavior, as stated in the company's anti-harassment policy. Employees are always expected to treat others with dignity and respect while in the workplace, at company-sponsored events, at all work-related functions, and in any public settings where the employee's association with The JW Group, Inc. is known, such as social media platforms.

The JW Group, Inc. being a Small Business Enterprise (SBE) itself understands and appreciates the value of providing technical assistance and support services to M/WBE's who can require such support. As such our EDI policies are focused on mentoring subcontractors in areas such as the aviation industry and applicable technical trades.

The JW Group, Inc. will provide M/WBE's with support in the areas of prompt payment, technical advice, and referrals to capital funding resources.

The JW Group, Inc. will comply with the City / County of Denver ordinance as stipulated through the Division of Small Business Opportunity (DSBO) as it applies to M/WBEs for Services. This includes good faith efforts for engaging M/WBE's for Task Orders provided by the City / County of Denver, prompt payment process requirements and, if required, modification/substitution/termination processes.

For the On-call Electronic Communication Systems Support Services (ECSSS) contract, The JW Group, Inc. intends to serve in a mentorship role that will guide M/WBE project team members with how to professionally manage technology related projects through the entire project lifecycle from project inception to completion. The JW Group has foreseen PMI® certified Project Management Professionals (PMP) to serve as Program and Project Managers. It is planned that guidance will be provided to our M/WBE team members on how to prepare a Project Charter, Project Management Plan, Project Cost Management, Resource Management Plan, Stakeholder Engagement Plan, Communication Plan and overall project schedule. Project management software tools including Excel, MS-Project, Libre, Bluebeam Revu and Dovico will be utilized to support the project management process. These software applications and processes will be



introduced to M/WBE firms to illustrate how they may be used effectively to provide project management support.

If design services are to be provided, it is planned that The JW Group will aid M/WBE design firms on how to develop complete technical documentation for design-related projects. This includes support on utilizing and implementing AutoCAD to develop complete design documentation that may include floor plans, sectional views, elevations, logic diagrams, construction details and equipment schedules. Direction will also be provided on developing technical documents including technical specifications, Rough Order of Magnitude (ROM) costing and procurement documents.

The JW Group will also provide M/WBE firms with educational resources for enhancing skillsets and gaining entrance to other aviation markets. This includes Project Management courses and workshops that are often hosted by General Contractors as well as educational programs that are sponsored by DEN through the Center of Equity and Excellence in Aviation (CEEA) which includes the Business Development Training Academy.

The JW Group, Inc. procurement process and procedures are very similar to that used by the aviation industry. Our procurement process is objective and based on transparency. For every procurement opportunity, a Proposal Manager is allocated and typically serves as the Project Manager if the solicitation is successful. The Proposal Manager assesses and prepares project evaluation criteria as part of completing a company “Proposal Opportunity Form” (illustrated above). This form identifies the proposed project, estimated fees, risks, competition, proposal preparation budget, teaming arrangements and M/WBE information and participation. M/WBE teaming is developed as part of the overall solicitation process, focusing on service area, technical qualifications, past performance, and experience. The key selection criteria is ensuring that all subcontractors, regardless of M/WBE status, are technically qualified and can provide the best possible service for the intended Client. Technical qualifications of potential subcontractors will be reviewed to make sure the subcontractor’s skillsets, qualifications, and experience match those that will be required to support the anticipated tasks to be performed. While this could be subjective, our proposal opportunity process, described below, has been put in place to minimize any subjectivity.

Once the “Proposal Opportunity Form” is completed, it is reviewed with The JW Group Leadership Team which is comprised of five company principals and department managers. The group discusses the opportunity and ultimately gives a “Go” or “No-Go” decision. Once a decision has been made to pursue a procurement opportunity, all potential subcontractors and M/WBE firms are notified, and all required documentation is accumulated, reviewed to match skillsets and qualifications, and introduced into the proposal. Once the proposal has been submitted and the City / Authority has decided not to select or request an interview, all team members are immediately notified of the decision or next steps. If an interview is requested, The JW Group Proposal Manager / Project Manager determines which proposed key staff members should participate based on the interview criteria / questions that the City / Authority has provided. The interview is then conducted and once a final decision has been made about an Award of Contract, all project team members are notified of the final decision, whether positive or negative.



Proposal Opportunity Form

Project Name: Click here to enter text.		Prepared by: Click here to enter text.	
Location: Click here to enter text.		City: Click here to enter text.	State: Click here to enter text.
Team		Value	
Proposal Lead: Click here to enter text.		Est. Project Value (Total \$): Click here to enter text.	
Proposal Support: Click here to enter text.		Amount to Subs (if known): Click here to enter text.	
MWBE Participation Goals (%): Click here to enter text.			
MWBE Team Members: Click here to enter text.			
Est. JWG Portion (\$): Click here to enter text.			
Client Information			
Org. Name: Click here to enter text.		Contact Person: Click here to enter text.	
Address: Click here to enter text.		Title (if known): Click here to enter text.	
City, State ZIP Click here to enter text.		Phone Number: Click here to enter text.	
Client Type			
<input type="checkbox"/> Airports		<input type="checkbox"/> Other (describe): Click here to enter text.	
Sponsor Org. Name Click here to enter text.			
Address Click here to enter text.		City, State ZIP Click here to enter text.	
Project Description: Click here to enter text.			
List Subs/Team members: Click here to enter text.			
Briefly discuss below chances of winning and any known competition? Click here to enter text.		Sole Source? <input type="checkbox"/> Yes <input type="checkbox"/> No	On-Call/ Master <input type="checkbox"/> Yes <input type="checkbox"/> No
		JWG Prime? <input type="checkbox"/> Yes <input type="checkbox"/> No	Chance Of winning? <input type="checkbox"/> 50/50 <input type="checkbox"/> Greater than 50 <input type="checkbox"/> Less than 50
Proposal Preparation Information:			
<input type="checkbox"/> Submit Quals and Company Info only <input type="checkbox"/> Assist in Proposal Development	<input type="checkbox"/> Develop and Submit Letter Proposal <input type="checkbox"/> Develop and Submit Full Proposal	Estimated Hours Required by JWG staff for proposal (Total Hours): Click here to enter text.	Go/No Go Decision? <input type="checkbox"/> Go <input type="checkbox"/> No Go

Our EDI policy and procedures will contractually flow down to all subcontractors and subconsultants and ensure we review and audit their respective procurement-related activities as applicable. In terms of potential financial challenges by the subcontractor or subconsultant, the proposed Project Manager will coordinate with the respective M/WBE firms and inquire if there are any and work mutually with the subcontractor or subconsultant to attempt to resolve them. A financial resolution may include assisting with training on specific software tools (e.g., QuickBooks) to assist with financial accounting and budgeting or may include general information for obtaining grants or low-interest loans via the Small Business Administration (SBA), Colorado Department of Local Affairs or through local banks.

The JW Group, Inc. understands that each potential tasking involves contractual terms and conditions which must be supported by all subcontractors and subconsultants, as applicable. As such the Contract Administrator will provide contract training briefings at project inception, quarterly and at project completion to ensure all subcontractors and subconsultants understand and are actively completing their contractual obligations. In any contractual areas that are perceived as challenges, The JW Groups’ Project Manager and Contract Administrator will work closely with the subcontractor or subconsultant to address and mitigate any risks both from a technical and financial perspective. Additionally, our standard sub-consultancy agreement contains contractual language that not only outlines The JW Group’s commitment to diversity and inclusion but stipulates the subcontractors, both M/WBE and non-M/WBE, role in supporting diversity and inclusion in the workplace. Our assigned program managers/project managers and subcontract administration staff are trained to focus on these aforementioned areas early in the project execution process.

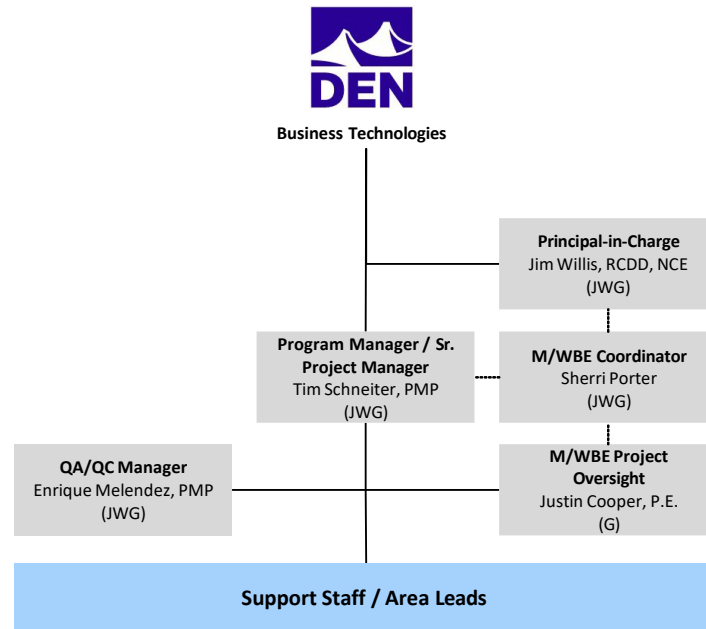
The JW Group, Inc. is committed to supporting M/WBE participation in all our past projects where we have acted as the prime consultant/contractor. In all our projects we have worked closely with the City or Authority’s representatives for their small business and/or diversity programs to identify potential team members that we include as part of our team. Through these efforts, we



have established long term relationships with many M/WBEs throughout the nation where we continue to team/partner to pursue new projects.

The JW Group, Inc.'s strategic priorities for EDI are based on 5 key areas employee engagement and belonging, EDI education and training, workforce recruitment, internal talent review and development, and management performance metrics. Employment engagement is focused not only to ensure each staff member is challenged to their capability but also on ensuring practices are in place to allow various forms of participation of every employee in company-wide activities.

Management staff is trained to ensure they understand the company's EDI program to instill camaraderie at all levels of management. As illustrated below in the organization chart for key staff members for the ECSSS project, various M/WBE oversight roles, both internal and external, will be engaged throughout the project. The intent is to not only ensure that all M/WBE commitments are met as part of the ECSSS project lifecycle but also allow organizational refinements to be made in order to optimize processes and engagement of M/WBE subcontractors that will ultimately support overall project success.



As illustrated above, Ms. Sherri Porter is foreseen as the M/WBE Coordinator for the ECSSS project. Ms. Porter will manage all M/WBE requirements for the ECSSS Project including meeting and conformance to reporting requirements. Ms. Porter will manage outreach and development efforts to disadvantaged businesses to improve sub-consulting/sub-contracting opportunities and assist in the administration of the M/WBE EDI Plan on behalf of The JW Group and the ECSSS project.

Ms. Porter has served not only in the role of contract administrator but as the appointed M/WBE and sub-consultant coordinator on a multitude of projects since 2009. She was recently involved in the previously mentioned support of EJO Ventures in becoming a certified M/WBE in the City of Philadelphia and the City / County of Denver for the ECSSS project. Mr. Porter also supports



The JW Group in a Human Resources (HR) role and is actively involved in the entire hiring process to ensure integrity, fairness, diversity, and inclusion goals are maintained.

Ms. Porter will have direct access to the Program Manager-Tim Schneiter, Principal-in-Charge-Mr. Jim Willis and to an external M/WBE Project Oversight Role that will be supported by Mr. Justin Cooper of Garver Engineering.

Since The JW Group, Inc. itself is a SBE with limited resources, Garver will assume an external M/WBE oversight role to assist The JW Group in further optimizing their EDI plan and processes. Garver, being a large U.S. corporation with more than 1,000 employees across the United States, has a specialized DBE Program referred to as the “Garver Partners Program” that is solely focused on DBE participation and outreach.

The following statement is from our team member (Garver), regarding the “Garver Partners Program”:

Our commitment to DBE participation goes beyond the casual recruitment of minority firms to our team. The **Garver Partners Program** is a year-long mentorship that focuses on four topics: operations, marketing and sales, business management, and human resources. This program prepares participating firms to meet and address industry challenges, set standards of excellence, control overhead, market new business prospects, and grow their business. The program is structured around distinct modules that provide opportunities for small and minority-owned businesses to engage in workshops, training, and social networking opportunities that prepare them for working on planning, design, and construction projects. Unlike other programs being implemented by other firms, this partnership is intended to be the start of a long-term relationship between Garver and our partners, not just a short-term process of teaming on a particular project.

“The Garver Partners Program provided us the tools to build capacity and develop our team and internal operations. It is providing us the foundation to ensure we grow the right way and become partners within the community.”

-Keith Britton, PE
Iconic Consulting Group, Inc.

The following are guiding principles that The JW Group, Inc. EDI program supports:

- Cultivate a culture that encourages collaboration, flexibility, and fairness to enable individuals to contribute to their full potential and further retention.
- Develop structures and strategies to equip leaders with the ability to manage diversity, be accountable, measure results, refine approaches based on such data, and institutionalize a culture of inclusion.
- Assess internal to create a high-performance, sustainable organization to meet its strategic and operational goals and objectives.



- Recruit from a diverse, qualified group of potential applicants to secure a high-performing workforce drawn from all segments of our society.

To ensure a respectful and dignified workplace, and to foster equity, diversity, and inclusion, The JW Group, Inc. supports the following specific practices:

- ***Race, Gender and Age:*** The JW Group, Inc. acknowledges that employees have different backgrounds and experiences, and that each one brings a unique perspective to any interaction within our company. Therefore, the company empowers all employees to not just listen, but to embrace diverse viewpoints that we can all learn from. Employees will be provided with growth and advancement opportunities based on their contributions and performance, rather than any other factor. We will ensure all areas of employment are objective and will take steps to reduce unconscious bias to ensure equal treatment of all employees.
- ***Religious Diversity:*** The JW Group, Inc. acknowledges that employees have different religious practices and beliefs. Tolerance and acceptance of religious views is vital and beneficial to a diverse workforce.
- ***National Origin:*** The JW Group, Inc. appreciates and values the diversity of its workforce and understands that English may not be a native language for all employees. The company will encourage employees to communicate in the language they feel most comfortable with and, if necessary, will provide translation services so that everyone can understand what is being said and feels included.
- ***Work/Life Balance:*** The JW Group, Inc. supports flexible work practices and policies that support employees and their changing needs (e.g., family responsibilities). The JW Group, Inc. recognizes that providing flexible work practices allows employees to use working arrangements that meet their need to balance their work and family lives.
- ***Accessibility:*** The JW Group, Inc. seeks to ensure that employees of all abilities are able to access the information and resources they need to perform their jobs. We will provide a reasonable accommodation for any employee's disability so that the employee can perform the essential duties of the job in question.
- ***Names and Pronouns:*** An employee has the right to be addressed by the name and pronoun of the employee's choice. No documentation is required, except for payroll and insurance records that must match the employee's legal name. An employee's coworkers are expected to be respectful of the employee's choice and to use name and pronouns requested by the employee. Intentional use of the employee's former name and/or pronoun is a violation of this policy and may constitute unlawful harassment. Employees who are unsure of what pronoun a coworker prefers, should politely ask that coworker how they would like to be addressed.
- ***E-mail Signature:*** The company values self-expression and self-identification. You may voluntarily include your gender pronouns (i.e., she/her/hers or they/them/their) in e-mail signatures and other bios. Including gender pronouns in e-mail signatures is not required. The pronoun an employee indicates is not necessarily indicative of their gender identity.



- **Restrooms/Locker Rooms:** Employees shall have access to the restroom and/or locker room that corresponds to their gender identity. For example, a person who identifies as a man should use the men’s restroom, and a person who identifies as a woman should use the women’s restroom. If there is a desire for increased privacy, the company will work with the employee for alternative options.
- **Subcontractor/Subconsultant Outreach:** For upcoming subcontracting opportunities The JW Groups’ Program Manager will arrange for a “Meet the Prime” event and invite M/WBE firms to attend. The event is tailored for seasoned aviation M/WBE’s as well to firms that do not have any prior aviation experience but are interested in gaining insight into aviation business opportunities. Additionally, The JW Group, Inc. will support participation in any of the City of Denver’s M/WBE outreach events. Topics will include specific airport opportunities, how to do business with DEN via a Prime Contractor, and how The JW Group, Inc. can assist in providing support services.

Once the ECSSS contract has been initiated, The JW Groups’ Program Manager-Tim Schneider will obtain and forward information via the DEN Commerce Hub to all M/WBE project team members. Mr. Schneider is already actively involved in DEN Commerce Hub events and event information regarding upcoming community outreach events, resource center, existing & future project opportunities, ACDBE Program and the Business Development Training Academy will be forwarded to team members on a quarterly basis.

Further to the information provided, the following outlines areas where The JW Group, Inc. intends to add to the existing program to further promote future EDI in the workplace.

- Conduct an employee survey to receive employee feedback on the company’s EDI program. This will allow us to establish a needs assessment on areas where we may not be performing well, or as expected so we can improve our EDI program.
- Continue finding new ways to support the EDI strategic priorities aforementioned
- Continue to review and monitor workforce demographics to ensure there is adequate inclusion at all levels of the organization. The JW Group, Inc. understands it needs to reflect the demographics internally of the local client base it serves.
- Establish a scorecard against the EDI strategic priorities and share it with all employees on a periodic basis.
- Continue to participate in DEN sponsored outreach programs to refer information and activities to potential M/WBE firms that may have an interest in obtaining M/WBE certification with the City / County of Denver.
- Provide internships and “Career Days” to introduce students to careers in IT and aviation with an emphasis on engaging students of various creeds, religions, ethnicities, and income levels.



Signatory Page

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, The JW Group, Inc. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by Ms. Sherri Porter - The JW Group and approved by DSBO, beginning in December of 2023 or at the request of DSBO.

A handwritten signature in cursive script, appearing to read "James A. Willis", is positioned above a horizontal line.

James A. Willis, President – The JW Group, Inc.

December 29, 2022

Date

A handwritten signature in cursive script, appearing to read "Brittany Croen", is positioned above a horizontal line.

Assistant Director, Division of Small Business Opportunity
(delegated authority by Director)

12/30/2022

Date