

AGREEMENT FOR PROFESSIONAL ON-CALL SERVICES

THIS AGREEMENT FOR PROFESSIONAL ON-CALL SERVICES ("**Agreement**") is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of its Department of Aviation ("**City**"), and **THE BRENDELE GROUP INC**, a Colorado corporation ("**Consultant**").

WITNESSETH:

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

WHEREAS, the City desires to obtain professional services through an on-call, task-based contract to assist DEN in developing a comprehensive, long-term, "living" **Energy Master Plan**;

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

WHEREAS, Consultant is qualified and ready, willing, and able to perform the services on an "on-call" basis, as set forth in this Agreement in a timely, efficient, and economical manner;

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

1. LINE OF AUTHORITY:

The Chief Executive Officer of the City's Department of Aviation, her designee or successor in function (the "**CEO**") authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, a **Project Manager** will be designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated. Administrative reports, memoranda, correspondence, and other submittals required of Consultant shall be processed in accordance with the Project Manager's directions.

2. SCOPE OF WORK:

A. **General**: The Consultant will be required to provide professional services for specific Task scopes of work, some of which will require a licensed architect or professional engineer in the state of Colorado, related to developing a comprehensive, long-term, "living" Energy Master Plan for DEN, as described in the attached **Exhibit A** ("**Scope of Work**"), and as designated in written "**Task Orders**" by the Project Manager from time to time. Work shall be performed in accordance with schedules and budgets to be mutually agreed upon in each Task Order. Task Orders shall be issued through the process described in section 2.2 of Exhibit A.

B. **Professional Responsibility:** The Consultant shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Consultant hereby represents and warrants to the City that it will perform its services skillfully, carefully, diligently, and in a workmanlike manner.

C. **Diligence:** The Consultant shall perform the services defined by the individual Task Orders in a timely manner and as directed by the Project Manager or designated representatives.

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

3. **COMPENSATION AND PAYMENT:**

A. **Fee:** The City hereby agrees to pay the Consultant, and Consultant agrees to accept as its sole compensation for complete costs incurred and services rendered under this Agreement, amounts negotiated for individual Task Orders calculated in accordance with the provisions of this Agreement, including **Exhibits B ("Scheduling, Progress Reporting, Invoicing And Correspondence Control")**, and **C ("Personnel and Rates")**.

B. **Payments:** Payments for individual Task Orders will be made to Consultant in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("**D.R.M.C.**") §20-107, *et. seq.*, subject to the Maximum Contract Amount set forth below. Consultant agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Consultant that have been audited and approved by the City in accordance with **Exhibits B and C**. The City reserves the right to reject and not pay any invoice or part thereof where the Project Manager determines that the amount invoiced exceeds the amount that should be paid based upon the work that has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. §5-17.

D. **Carry Over and Carry Back:** If the Consultant's total fees for any of the Task Orders described above shall be less than the amount budgeted above for such Task Order, then the amount by which the budget exceeds the fee may be used, with the written approval of the Project Manager, to pay fees for additional and related services rendered by the Consultant in any other Task if in the Project Manager's judgment such additional fees are reasonable and appropriate.

4. MAXIMUM CONTRACT AMOUNT: FUNDING:

A. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Two Million Dollars and no cents (\$2,000,000.00)** (the "**Maximum Contract Amount**").

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

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

5. TERM:

The Term of this Agreement shall commence on the date of execution stated on the City signature page below, and shall terminate two years after the execution date, unless sooner terminated as provided in this Agreement. Should for any reason the Term expire prior to the completion by Consultant of a task, then in the CEO's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

6. EXAMINATION OF RECORDS:

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

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

7. STATUS OF CONSULTANT:

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

8. ASSIGNMENT:

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

9. KEY PERSONNEL ASSIGNMENTS:

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

B. The Consultant shall assign Judy Dorsey as Executive Project Manager for this contract, as she is a licensed architect or registered professional engineer in the State of Colorado, and a Certified Energy Manager (“**CEM**”) as defined by the Association of Energy Engineers, and has other appropriate experience and knowledge relevant to this Agreement. The Executive Project Manager shall have the full authority from Consultant to act for the Consultant's organization. Consultant also shall assign a Lead Manager who shall be the day-to-day contact person in dealing with DEN's Project Manager on matters concerning this contract, This both these managers shall remain on this contract during the entire contract 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 manager. Should the City request the removal of one of these managers, the Consultant shall replace that manager with a person of similar or equal experience and qualifications. Replacement managers are subject to the approval of the DEN Project Manager.

C. If Consultant decides to replace any other of its key professional personnel listed in Exhibit C, it shall notify the Project Manager in writing of the changes it desires to make. No

such replacement shall be made until the replacement is approved in writing by the Project Manager, which approval shall not be unreasonably withheld.

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

E. The Consultant may submit and the City will consider a request for reassignment of the Executive Project Manager or the Lead Manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that manager's career development or in the best interest of the City. If the City allows such removal, the replacement manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment, to this contract, is subject to the approval of DEN Project Manager.

10. SUBCONSULTANTS AND SUBCONTRACTORS:

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

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

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

11. NO DISCRIMINATION IN EMPLOYMENT:

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

12. INSURANCE:

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

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

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

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

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

13. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

14. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

15. SMALL BUSINESS ENTERPRISES:

The Consultant is subject to the City’s ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is Twenty Five Percent (25%). Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-consultants and sub-consultants in administering the performance of the work hereunder. It

shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded Twenty-Five (25%), for the duration of this Agreement, unless the City initiates a material alteration to the Scope of Work.

16. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

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

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

17. OWNERSHIP OF WORK PRODUCT:

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

B. Drawings, specifications and other documents prepared solely for this Agreement, whether in tangible or intangible form, including, without limitation, documents, electronic CADD/REVIT files or computer programs, are works for hire and shall become the property of the City and County of Denver, whether a particular project is completed or not. It is acknowledged by all parties that the overall design of a project will be unique to this Agreement, and Consultant will not replicate or otherwise use the overall design of a project for any other client. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant, subconsultants, the Contractor or its Subcontractors to complete Tasks and for additions to this Agreement and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than under this Agreement, 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.

C. The Consultant acknowledges and agrees that all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or

authored by the Consultant, subconsultants, or any of their respective employees or subcontractors in the course of performing services for the City and developed for the City for this Agreement, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by the Consultant to the City of the ownership of, and all rights of copyright in, such items, and the City shall have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between Subconsultants and Contractor or Contractor and Subcontractors shall contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

18. PREVAILING WAGE:

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

19. ADVERTISING AND PUBLIC DISCLOSURES:

Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to 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. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

20. COLORADO OPEN RECORDS ACT:

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

21. SENSITIVE SECURITY INFORMATION:

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

22. AIRPORT SECURITY:

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

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

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

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

23. TERMINATION:

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

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

C. Upon termination of this Agreement by the City, Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than two (2) months from the effective date of termination. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Amount.

24. NOTICES:

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

by Consultant to: CEO of the Department of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: The Brendle Group Inc.
212 W. Mulberry Street
Fort Collins, Colorado 80521

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

25. RIGHTS AND REMEDIES NOT WAIVED:

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

26. NO THIRD PARTY BENEFICIARIES:

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

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

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

28. CITY SMOKING POLICY:

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

29. GOVERNING LAW; BOND ORDINANCES; VENUE:

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

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

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

30. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. The provisions of the attached Appendix No. 1 are incorporated herein by reference.

31. CONFLICT OF INTEREST:

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

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

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and D.R.M.C. § 20-90, and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

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

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

C. The Consultant also agrees and represents that:

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

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

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

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

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

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

33. ADMINISTRATIVE HEARING:

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

34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This agreement consists of Sections 1 through 35 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- | | |
|-----------------|--|
| Appendix No. 1: | Standard Federal Assurances |
| Exhibit A: | Scope of Work |
| Exhibit B: | Scheduling, Progress Reporting, Invoicing and Correspondence Control |
| Exhibit C: | Personnel and Rates |
| Exhibit D: | Insurance |

In the event of an irreconcilable conflict between a provision of Sections 1 through 35 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 No. 1
Sections 1 through 35 hereof
Exhibit A
Exhibit C
Exhibit B
Exhibit D

35. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGES FOLLOW]

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201522893-00

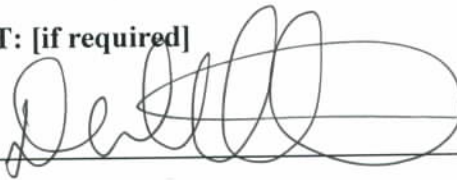
Contractor Name: THE BRENDLE GROUP INC

By: 

Name: Judy Dorsey
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Daniel Epstein
(please print)

Title: Vice President, Chief Financial Officer
(please print)



Exhibit A

SCOPE OF WORK

On-Call Energy Master Planning Services

CONTRACT NUMBER 2015-22893

July 2015

City and County of Denver



DENVER INTERNATIONAL AIRPORT

Airport Infrastructure Management (AIM)

EXHIBIT A

SCOPE OF WORK

1 - INTRODUCTION

1.1 THE FACILITY DESCRIPTION: Denver International Airport (“DEN”) includes approximately 53 square miles of land area with 6 active runways and space for 6 more runways. DEN handles approximately 53 million passengers annually. The DEN Terminal Complex consists of the main terminal, three passenger concourses, the north terminal annex, Airport Office Building, and AGTS station; this complex totals approximately 7.8 million square feet. The Covered Parking Structure is about 5.3 million square feet and there are also about 60 outlying support buildings totaling about 2 million square feet. DEN is host to 10 MW DC of PV arrays. A new Hotel will open in late 2015 and a full-gauge train will begin running in 2016 linking DEN by rail with downtown Denver and other regions of the metro area. Partnering with developers, the local utility, and local land-owners, DEN is embarking on ambitious and creative long-term growth plans through our “DEN Real Estate” initiative; currently in development are a transit-oriented development with a major corporate office and about 13 MW DC of additional photovoltaic.

1.2 GENERAL SCOPE: This is an on-call, task order-based contract to assist DEN in developing a comprehensive, long-term, “living” “**Energy Master Plan.**” This Plan will consider a full range of possible energy conservation measures in future DEN development, including net-zero technologies as appropriate. The ultimate output will be a comprehensive 20-year horizon strategic plan regarding energy use and energy supply, with performance criteria including reliability, flexibility and redundancy, cost effectiveness and life-cycle costs, and greenhouse gas reduction and environmental sustainability, all considering DEN’s current infrastructure as well as growth plans. Consultant will compare various energy sources and distribution systems, including conventional, renewables, and other non-conventional, considering regulatory, publicity, and market considerations.

An ASHRAE Level 1 and Level 2 Audit may be conducted on selected buildings or facilities yet to be determined, to develop a list of low/no-cost Energy Conservation Measures (**ECM**), provide economic analyses of other ECMs with significant cost and benefit, as well as identifying those ECMs that likely require further study (level 3 audit not included in scope).

This contract will involve primarily research, study, and long-term and medium-term planning. Design work will be limited to that required for the level 2 Audit and to evaluate feasibility of major planning concepts and alternatives. This project is expected to involve mechanical, electrical, and general energy expertise, as well as in-depth knowledge of energy markets, energy utilities, energy regulations and codes, LEED and other energy reward programs.

The first Task will include a detailed review of existing *DEN Master Plan Update Studies*, March, 2012 and related documents; long-term planning reports currently under development by *DEN Real Estate*, the *DIA Energy Management Plan and Energy Team Charter*; and various other past energy-related studies and documents, and also review existing DEN energy usage data. The Deliverable from this first Task will be a detailed scope, work plan, cost proposal and schedule for developing the actual Master Plan. This will also include detailed discussion of methods and schedules for ongoing updates of this Master Plan to make this a “Living Document”.

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

1.2.1 The terms “**Task**” and “**Project**” when used in this Agreement mean all of the work associated with the proposal preparation, field surveys, models, studies, any design work, as well as any costs associated with any services as requested by the Deputy Manager of Aviation or his designated representative.

2 - CONSULTANT'S SPECIFIC SCOPE OF WORK:

2.1 CONSULTANT SERVICES: The Consultant, as deemed necessary by the Project Manager or his designated representative, will be required to provide professional services for specific task scopes of work. The Consultant must be licensed architect or professional engineer in the state of Colorado. **The Consultant's general scope of work requirements are detailed in and its activities shall comply with the current DESIGN STANDARDS MANUALS 1-12 as appropriate, and this Exhibit A.**

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

- 1) Studies, modeling as needed, site surveys, research and planning related to:
 - a) Energy sources, including standard, renewable, and non-renewable alternative sources,
 - b) DEN energy usage, CHP, energy storage, demand management, conservation, distribution alternatives,
 - c) Projections under DEN Master Plan and DEN Development documents,
 - d) Demand reduction,
 - e) Controls and interoperability technology,
 - f) Energy markets as they impact medium and long-term energy decisions,
 - g) Federal state, or local, energy regulations, codes, public perceptions,
 - h) Local electrical and gas utility programs (including rebates) and PUC policies and proceedings,
 - i) LEED, EnergyStar, or other similar programs,
 - j) May also include water usage or other sustainable criteria.
- 2) ASHRAE Level 1 and 2 Energy Audits
- 3) Possible preliminary design.
- 4) Updating drawings of existing systems in Autodesk Revit and Autodesk AutoCAD Civil 3D if needed based on site-survey.
- 5) Work must comply with and coordinate with, as needed for the Task:
 - a) Denver Executive Order 123 and other Denver and Colorado rules and policies
 - b) DEN access, security and communications rules as appropriate.
 - c) Design Standards Manual and DEN Performance Specifications as needed.
- 6) Work must consider impacts on and interaction with:
 - a) *DEN Master Plan Update Studies*, March, 2012, and any associated documents.
 - b) Planning documents under development by *DEN Real Estate*
 - c) Must be in close cooperation with the airport's MEP group, which is a part of AIM-Development.
 - d) Existing equipment or equipment planned for installation.
- 7) DEN is participating in Xcel Energy's "Process Efficiency Program". Through this program consulting and data-mining services are available. The Consultant shall cooperate in Tasks with the Process-Efficiency consultant in any way deemed appropriate by the City.
- 8) DEN may partner with National Renewable Energy Lab (NREL) or other entities. The Consultant shall cooperate in Tasks with such entity in any way deemed appropriate by the City.

2.2 - SPECIFIC TASK SCOPE OF WORK

2.2.1 Task Order process:

- i. Project Manager will issue to the Consultant a Task Request for Proposal for specific work
- ii. Consultant shall prepare and submit a fee proposal and task schedule ("**Task Proposal**") within 14 days of receipt of the signed Request for Proposal.
- iii. The Consultant's Task Proposal shall be submitted using the format satisfactory to the Project Manager; the Task Proposal shall state the Consultant's written understanding of the request task.
- iv. Consultant's Task Proposal shall state the task and the fee, broken down by personnel pay classifications, hourly billing rates, and hours necessary to complete the task scope of work. The Task Proposal must provide a breakdown for each subconsultant.
- v. The Project Manager will review the Task Proposal, fee, and task schedule. If accepted, the Project Manager will issue a written Task Order.
- vi. The Consultant shall not begin work on any task scope of work without having receiving a fully executed Task Order.
- vii. Consultant shall perform such work within the time agreed and for the compensation that is approved by the Project Manager.

2.2.2 Design Standards Manuals: Each Task Request for Proposal will identify the specific chapters, if any, of the most current Design Standards Manuals that will be applicable to the Task Order scope of work. The Consultant shall prepare its fee proposal based upon the task definition and performing the requirements defined in each applicable chapter of the design standards manual.

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

Following this agreement, the Consultant acknowledges that the engineering of the task is produced in accordance with its standards of care and accepts full responsibility for the engineering of the task according to the rules, regulations and laws governing its activities in the State of Colorado.

3 - MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

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

1. Electronic files of Construction Drawings (Task Specific)
2. Available BIM files for areas of work (Task Specific)
3. Electronic copies of available contract specifications (Task Specific)
4. Existing Planning and other documents as deemed appropriate for release (Task Specific)

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

The DIA electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's task fee proposals shall always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and systems documents in electronic format. Once the task authorization is approved, the Consultant shall begin the task as-builts.

END OF EXHIBIT A

Exhibit B

PROFESSIONAL SERVICES

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2014

City and County of Denver



DENVER INTERNATIONAL AIRPORT

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I. PURPOSE

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

II. STANDARD CONTRACTS

1. Introduction

This Exhibit B 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 DIA 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

Any requests for schedule changes 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)

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

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

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

7.1.2 Supplies, Equipment & 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 costs, employment fees & recruiting costs, etc.

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

8. Allowable (Non-Salary) Expenses

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

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

8.2 Expenses Greater Than \$500: All direct expenses greater than \$500 must be pre-approved by the Project Manager or his/her designee ([Attachment C](#)). Any asset purchased by

DIA must be surrendered to DIA at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DIA that is not accounted for at the end of the project or task.

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

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

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

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

8.6 Lodging Rate / Night: A maximum of the Lodging per diem for the 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.

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

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

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

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

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

(6) months after the relocation or the reimbursement of the relocation will be refunded back to the City.

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

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

8.13 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.

8.14 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 DIA 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-BASED CONTRACTS (Airport Infrastructure Management)**

1. **Introduction**

1.1 This Exhibit B describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in Section Three (3) of this Exhibit B. **Each invoice shall include billing solely for one Task Order.** Work under separate Task Orders must be invoiced separately.

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

1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off from future 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), 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. **Work Schedule**

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

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

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

2.3 Immediately following the Notice to Proceed 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 DIA 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

4.0 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.

4.1 The City will provide the Consultant with the format required to process the payment through Primavera Unifier. 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.

4.2 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 DIA Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com. If Textura® is to be utilized please see Section 4.11.

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

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

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

4.6 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 as detailed in the CPM schedule and Submittal Log in Primavera Unifier, 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.

4.7 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.

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

- A current Certificate of Insurance providing the levels of protection required per Prime Agreement
- Signed Subconsultant Agreement(s) on: Initial Subconsultants and as new Subconsultants are acquired.
- Final Organizational Chart (Updated with new Subconsultants as they are acquired)
- Authorization Forms (**Attachment B**) for any 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.

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

4.10 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized

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

4.11 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 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 (per Primavera Unifier)
- 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 changes or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

7. Allowable General and Administrative Overhead (Indirect Costs)

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

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

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

7.1.2 Supplies, Equipment & 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 costs, employment fees & recruiting costs, etc.

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

8. Allowable (Non-Salary) Expenses

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

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

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

8.3 Mileage Outside Of The Denver Metro Area: Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Manager

or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed. For the purpose of required travel by the Executive Project Manager, Fort Collins will be considered inside the Denver Metro Area.

8.4 Travel and Airfare: All travel must be pre-approved on the DIA Advance Travel Authorization Form (Attachment E) and signed by the Project Manager or his/her designee.

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

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

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

8.6 Lodging Rate / Night: A maximum of the Lodging per diem for the 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.

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

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

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

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

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

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

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

8.13 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.

8.14 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 Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications.

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

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

9.1.5 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 Subconsultants.

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 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.

10.2 Within 3 days following the Issuance of task order, the 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.

10.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DIA records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DIA procedures, processes and systems.

IV. TASK ORDER-BASED CONTRACTS (Technologies Division)

1. Introduction

1.1 This Exhibit B describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must propose for written approval for each Task Order as described in Section Three (3) of this Exhibit B. **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 B, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by a revised Task Order/Change Order.

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

1.4 The Consultant will keep and retain records relating to this Agreement and will make such records available upon request to representatives of the City, at reasonable times during the performance of this Agreement and for at least 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), 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. Work Schedule

2.1 The Consultant, working jointly with DIA's assigned Project Manager, will develop scheduling and management procedures which allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules shall include all of the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify

activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.

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

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 DIA 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.

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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

4.0 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.

4.1 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.

4.2 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 DIA Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com. If Textura® is to be utilized please see Section 4.11.

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

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

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

4.6 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 as detailed in the CPM schedule and Submittal Log in Primavera Unifier, 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.

4.7 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.

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

- A current Certificate of Insurance providing the levels of protection required per Prime Agreement
- Signed Subconsultant Agreement(s) on: Initial Subconsultants and as new Subconsultants are acquired.
- Final Organizational Chart (Updated with new Subconsultants as they are acquired)
- Authorization Forms (**Attachment B**) for any 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.

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

4.10 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized

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

4.11 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 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:

- m.) Executive Summary
- n.) Work Schedule (per Primavera Unifier)
- o.) Cost Status
- p.) Cash Flow Requirements
- q.) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- r.) Status of Task Order
- s.) Drawing/Document Schedule and Status
- t.) Task/Project Schedule and Manpower Status
- u.) Task/Project Activities Planned for Next Month
- v.) Monthly Task/Project Activity and Accomplishments
- w.) Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
- x.) 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 changes or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

7. Allowable General and Administrative Overhead (Indirect Costs)

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

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

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

7.1.2 Supplies, Equipment & 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 costs, employment fees & recruiting costs, etc.

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

8. Allowable (Non-Salary) Expenses

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

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

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

8.3 Mileage Outside Of The Denver Metro Area: Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Manager

or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.

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

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

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

8.6 Lodging Rate / Night: A maximum of the Lodging per diem for the 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.

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

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

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

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

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

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

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

8.13 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.

8.14 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 Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications.

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

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

9.1.5 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 Subconsultants.

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 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.

10.2 Within 3 days following the Issuance of task order, the 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.

10.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants or Subconsultants that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DIA records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DIA procedures, processes and systems.



Attachment A – Monthly Invoice Checklist

Professional Services Agreements

Date: _____ **Invoice Number:** _____

Contract Number: _____

Contract Name: _____

Consultant: _____

(Name)

(Address)

Monthly Progress Payment Invoice and Exhibit B Progress Requirements Checklist:

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

- 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 B. The Consultant acknowledges that failure to submit the required items will result in the rejection of the Monthly Progress Payment Invoice until such time that all requirements are fulfilled.

Signature Date

Type Name and Title

Attachment B – Professional Employee Authorization Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Employee Title: _____

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

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

Qualifications: _____

Resume Attached: Yes / No

Facsimile Signature: _____

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

Signature Date

Type Name and Title

Attachment D - Mileage Reimbursement Form



Date: _____

Contract Name: _____

Contract Number: _____ **Task Number(s):** _____

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

Attachment E – Advance Travel Authorization Form



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

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

Traveler's Employer: _____

Destination: _____

Duration: From _____ **To** _____

Purpose of Trip: _____

Approximate Travel Costs: \$ _____

Reviewed by: _____
Project Manager Date

Approved by: _____
Section Manager Date

Approved by: _____
Deputy Manager Date

cc: BMS Contract Administrator

Attachment F – Technologies Work Order Form

CONTRACTOR WORK ORDER

1. Vendor Name: _____ Contract No: 201XXXXXX
2. Start Date: XX/XX/XXXX End Date: XX/XX/XXXX
3. Contracted _____ Employee's _____ Name: _____
4. Bill Rate: \$XX.XX per hour (estimated at 40 hours per week)
5. Title: _____
6. *Overtime Rate: \$XX.XX per hour (for hours worked in excess of 40 hours per week)
*Client approval required for overtime.
7. Training Expenses: DIA will not pay for training or for hours spent in training for consultants or contractors.
8. Expense Reimbursements: DIA will not reimburse for any expenses incurred by consultant.
9. Service Sites: Unless otherwise specified in writing, the services to be performed by Consultant shall be performed at the Client location specified above.
10. Time Tracking: All work performed by consultant shall be tracked accurately and consultant shall submit a weekly timecard to Client for approval.
11. Written Approval: All overtime (hours worked in excess of 40 hours per week) and work performed off-site shall be approved by Client in writing prior to the work being performed.
12. Early Termination: Client 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.
13. Mandatory Furlough: In the case where the City & County of Denver mandates furlough days for its personnel, Consultant agrees to match the required furlough days for its employees and not bill DIA for the furlough days taken by the contractor.

CONTRACTOR WORK ORDER - Page 2

Employee Name: _____

Vendor Name: _____

Contract No. 201XXXXXX

14. Responsibilities:

- Manage Information Security's service ticket queue. Perform service ticket resolution or escalation in a timely fashion while meeting SLA response time.
- Create change requests and perform modifications to Information Security systems, such as firewalls, VPN systems, access control systems, AAA systems, web proxies, logging environment, and other Information Security systems.
- Participate in all phases of the SDLC as it relates to new Information Security initiatives and projects. This includes design, testing and modifying new systems, and assisting with enterprise deployments.
- Creation of formal documentation and diagrams for systems administration, operations, and maintenance
- Analyze system and network data from sources such enterprise SIEM, data feeds of alerts and logs from firewalls, routers, and other network devices or hosts, network IPS/IDS systems, other host and network-based signature and heuristics based systems, AAA systems, and other information sources. This serves to ensure the safety of DIA's digital assets and to protect systems from intentional or inadvertent access, prevent security violations, system intrusions, data breaches, and system destruction.
- Prepares reports on an as needed basis for compliance, change management, systems monitoring, and intrusion analysis.
- Performs Information Security Incident Response and investigation activities and maintains logs to record and report incidents.
- Proactively monitor critical Information Security infrastructure for operating errors or other risks to system availability as the Information Security liaison to the DIA Technologies' Enterprise Service and Monitoring Center (ESMC) team. This may require after-hours work to support enterprise wide upgrades or deployments that interact with Information Security systems.
- Assist in bringing new systems into Information Security's monitoring and policy enforcement platforms. This includes the integration of system, network, event, and user access logs into the SIEM platform. It also includes integration into our vulnerability, compliance, inspection, and data scanning systems.
- Consultant will provide General Project Management services in support of the Technologies Project Management Office (PMO).
- Consultant presents regular status reports to supervisor and other key stakeholders; presents required project information at project gate reviews; submits project status reports.
- Consultant acts in an ethical and respectful manner at all times. Consultant acts in accordance with DIA standards of professional conduct & integrity.
- Consultant performs other duties as assigned or requested.

CONTRACTOR WORK ORDER - Page 3

Employee Name: _____
Vendor Name: _____
Contract No. 201XXXXXX

14. Performance Criteria and Deliverables: Consultant's performance will be evaluated by Client on at least a bi-annual basis, using the following criteria:
- Professional Conduct:
Consultant acts in an ethical and respectful manner at all times. Consultant acts in accordance with DIA standards of professional conduct & integrity.
 - SLA achievement:
Ticket resolution is achieved within SLA parameters
 - Change requests:
Volume and quality of change requests
 - Documentation:
Volume and quality of documentation produced
 - Incident Monitoring and ESMC participation:
Actively participates in the DIA monitoring center (ESMC), and regularly tracks and investigates security related incidents (by volume and thoroughness of investigation)

If any conflict should arise between this work order and the Contract, the contract overrides this work order and its content.

Vendor Representative: **Denver International Airport**

By: _____

Title: _____

Date: _____ Title: Budget and Procurement Supervisor, Technologies

Funding Approval: Fund 81 – 6027 / Program 14

Exhibit C: Personnel and Rates

Subject to Paragraph 9 in the Agreement for Professional On-call Services, the following is a schedule of personnel and 2016 rates:

Brendle Group, Inc.	Judy Dorsey	Partner / Principal		Level V, Managerial	\$ 200.20
Brendle Group, Inc.	Dave Wortman	other	Senior Planner III	Level IV, Supervisory	\$ 129.60
Brendle Group, Inc.	Becky Fedak	Engineer 6		Level IV, Supervisory	\$ 129.12
Brendle Group, Inc.	Cullen Choi	Engineer 6		Level III, Full Experience	\$ 135.77
Brendle Group, Inc.	Julie Sieving	Engineer 7		Level IV, Supervisory	\$ 143.51
Brendle Group, Inc.	John Butler	Engineer 3		Level II, Developmental	\$ 94.14
Brendle Group, Inc.	Susan Blythe	other	Planner III	Level III, Full Experience	\$ 100.47
Brendle Group, Inc.	Jonathan Woodworth	Engineer 2		Level II, Developmental	\$ 93.35
Brendle Group, Inc.	Zach Taylor	Engineer 2		Level II, Developmental	\$ 76.37
Mead & Hunt	Brad Rolf	Other	Environmental National Practice Leader	Level V, Managerial	\$ 192.98
Mead & Hunt	Scott Cary	Engineer 7		Level IV, Supervisory	\$ 224.72
Mead & Hunt	Kate Andrus	Other	Planner 5	Level I, Entry	\$ 138.11
Mead & Hunt	Jarred Easterlin	Engineer 3		Level II, Developmental	\$ 100.42
Mead & Hunt	Matt Dubbe	Architect VII		Level IV, Supervisory	\$ 182.32
Mead & Hunt	Ryan Hayes	Other	Planner 5	Level III, Full Experience	\$ 138.76
Mead & Hunt	Heather Hilgers	Engineer 6		Level III, Full Experience	\$ 188.86
Mead & Hunt	Jennifer Lott	Secretary "B"		Level III, Full Experience	\$ 67.81
Mead & Hunt	Jennifer Wolchansky	Other	Planner 4	Level II, Developmental	\$ 115.60
Brendle Group, Inc.	Melanie Horton	Secretary "B"		Level III, Full Experience	\$ 65.08
Burns Engineering, Inc.	David Smith	Other	Energy Services Manager	Level V, Managerial	\$ 211.77
Burns Engineering, Inc.	Bruno Fiorentino	Managing Partner / Principal		Level V, Managerial	\$ 227.85

Burns Engineering, Inc.	Dave Ciervo	Engineer 5		Level III, Full Experience	\$ 138.05
Burns Engineering, Inc.	Michael Walton	Engineer 5		Level III, Full Experience	\$ 169.01
Burns Engineering, Inc.	Philip Gonski	Engineer 5		Level III, Full Experience	\$ 150.78
Burns Engineering, Inc.	Mike Reynolds	Engineer 5		Level III, Full Experience	\$ 169.01
Burns Engineering, Inc.	Shiqiong Tong	Engineer 5		Level III, Full Experience	\$ 127.60
Burns Engineering, Inc.	Chris Vaile	Engineer 2		Level II, Developmental	\$ 83.90
Burns Engineering, Inc.	Larry Ebling	Construction Manager		Level III, Full Experience	\$ 176.92
Burns Engineering, Inc.	Anthony Frassetta	Other	Senior System & Technology Specialist	Level III, Full Experience	\$ 130.14

III. ADDITIONAL CONDITIONS

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

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

NOTICE OF CANCELLATION

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