

1
2 **BY AUTHORITY**

3 ORDINANCE NO. _____
4 SERIES OF 2013

COUNCIL BILL NO. CB13-0027
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

6 **A BILL**

7 **For an ordinance approving a proposed Agreement for On-Call Environmental**
8 **Design Services between the City and County of Denver and Brown & Caldwell,**
9 **Inc. related to on-call environmental services at Denver International Airport.**
10

11 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

12 **Section 1.** The proposed Agreement for On-Call Environmental Design Services between
13 the City and County of Denver and Brown & Caldwell, Inc. (201208638), in the words and figures
14 contained and set forth in that form in the above-named Contract available in the office and on the
15 web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of
16 the City and County of Denver, under City Clerk's Filing No. 2013-0076 is hereby approved.

17 COMMITTEE APPROVAL DATE: January 24, 2013

18 MAYOR-COUNCIL DATE: January 29, 2013

19 PASSED BY THE COUNCIL: _____, 2013

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____, 2013

22 ATTEST: _____ - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER

25 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

26 PREPARED BY: Debra Overn, Assistant City Attorney  DATE: January 31, 2013

27 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
28 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
29 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to §
30 3.2.6 of the Charter.

31 Douglas J. Friednash, City Attorney for the City and County of Denver

32 BY: _____, Assistant City Attorney DATE: January 31, 2013

AGREEMENT FOR ON-CALL ENVIRONMENTAL DESIGN SERVICES

THIS AGREEMENT FOR ON-CALL ENVIRONMENTAL DESIGN SERVICES (“**Agreement**”) is made and entered into as of the date stated in Section – below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**,” “**Party of the First Part**”), and **BROWN & CALDWELL, INC.**, a corporation organized under the laws of the State of California and authorized to do business in Colorado (“**Consultant**,” “**Party of the Second Part**”).

WITNESSETH:

WHEREAS, the City owns Denver International Airport (“**DIA**”) and the property on which the former Stapleton International Airport was located as part of its Municipal Airport System (the “**Airport**”), and will require on-call professional environmental design and related engineering services and other work, as may be requested by the Airport; and

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

WHEREAS, the Consultant is qualified and ready, willing and able to provide the requested professional services to the City on an “on-call” basis, in accordance with the terms of this Agreement;

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

1. **LINE OF AUTHORITY:**

A. The City's Manager of Aviation, or his or her designee or successor in function (hereinafter referred to as the “**Manager**”) authorizes and directs all work performed under this Agreement. Until otherwise notified by the Manager, the City's Deputy Manager of Aviation for Planning and Development (“**Deputy Manager**”) is designated as the authorized representatives of the Manager through whom services performed under this Agreement shall be directed and coordinated. The Deputy Manager will designate a Project Manager under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Consultant shall be processed in accordance with the Project Manager's directions.

2. **SCOPE OF WORK:**

A. General: The Consultant shall, upon receipt of a written Notice to Proceed from the Project Manager, commence the tasks authorized by the City in the Notice to Proceed (individually a “**Task**,” all Tasks and Notices collectively the “**Work**”), and shall furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the Work, and shall complete the Work and

produce all of the deliverables described and set forth in the Notice to Proceed and this Agreement, including the attached **Exhibit A**, the general "Scope of Work," and all of the other exhibits, appendices and attachments to this Agreement.

B. Professional Responsibility; Standard and Remedies:

1. Consultant's Performance: The Consultant shall faithfully perform the Work required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by competent professionals who perform work of a similar nature to the Work described in this Agreement. Consultant shall provide to the City in a timely manner all designs, documents, submittals and services necessary to achieve completion of the Work. All designs, documents, submittals and services provided by Consultant shall be:

- a) Fully coordinated and integrated with related work being performed by the Consultant's sub-consultants, the City and the City's consultants, and all of their respective suppliers and sub-consultants of any tier; and
- b) Checked for compliance with applicable laws, ordinances, codes, rules, regulations and current industry standards applicable to the Work. Codes and laws are often subject to differing interpretations. Consultant will use due diligence to ascertain interpretations which will be acceptable to the City and relevant regulatory authorities.

2. Acts and Omissions: The Consultant shall be liable to the City for negligent acts and omissions of Consultant's employees, Consultants, subconsultants, agents and any other party with whom the Consultant contracts to perform any portion of the Work, including any design elements of any authorized Task.

3. City's Remedies: In the event Consultant fails to comply with any provisions of Sections 1 or 2, above, Consultant shall be liable to the City for all costs of correcting the Work, without additional compensation, including but not limited to:

- a) All costs of correcting and replacing any affected design documents, including drawings;
- b) All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors or omissions; and
- c) Additional costs incurred by the City or its other consultants or Consultants, if any, arising out of such defective Work.

These remedies are in addition to, and do not limit the provisions and requirements of Section 15- Insurance, and Section 16 – Indemnification, below.

C. Diligence: The Consultant acknowledges that time is of the essence in the performance of its services under this Agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Consultant's failure to provide its services in a timely and diligent manner. Consultant shall perform the Work described herein in a timely manner and as directed by the Deputy Manager or his or her authorized representatives.

3. COMPENSATION AND PAYMENT:

A. Fee: The City hereby agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered under this Agreement, an amount negotiated for individual Tasks based on the individual Task's scope of work and agreed upon pricing that is acceptable to the City and, if required, the Federal Aviation Administration. However, the fee for each Task undertaken by the Consultant hereunder shall be based on and determined in accordance with **Exhibits A, B, and C**, and shall be approved in advance by the Project Manager.

B. Hourly Billing Rates: The hourly billing rates to be used as the basis of Consultant's fees for individual Tasks are set out by category in **Exhibit C**.

C. Scheduling, Progress Reports and Invoices: Payments shall be made to Consultant based upon monthly invoices and receipts submitted by Consultant, which invoices have been approved by City, and subject to the maximum contract liability. The Consultant agrees that City shall not be liable for the payment of taxes, late charges, interest or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

The City reserves the right to reject and not pay any invoice or part thereof where the City determines that the amount invoiced to date exceeds the amount that should be paid based upon its determination of the Work that has been performed. The City, however, shall pay any undisputed items contained in the 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.

Invoices shall be submitted in accordance with **Exhibit B** and shall include documentation consistent with the progress payment measurement alternative utilized for the specific Task Authorization, including the following where applicable:

- (1) A brief status report that describes the progress of the Work and a summary of the Work performed under each Task authorization during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by the Consultant and shall be available for examination by the City, at City request.

- (3) The amounts shown on the invoices shall comply with and clearly reference the relevant Task authorization, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) The Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of the Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

D. Carry Over and Carry Back: If the Consultant's total fees for any of the Tasks described above shall be less than the amount budgeted above for such Task, 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 services rendered in any other Task if in the Project Manager's judgment such additional fees are reasonable and appropriate. However, such revision of the fees budgeted and payable for any project Task shall be subject to and shall not alter the maximum fee amount set forth above.

E. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the Project Manager determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the Deputy Manager, in accordance with the billing rates set out in **Exhibit C**. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

4. MAXIMUM CONTRACT AMOUNT; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of One Million and Fifty Thousand Dollars (\$1,050,000.00) (the "Maximum Contract Amount"). The Maximum Contract Amount may only be increased by amendment to this Agreement.

B. Payment under this Agreement shall be paid from the City's Airport System Operation and Maintenance Fund or the Stapleton Capitol Fund. The City has no obligation to make payments from any other source, nor to issue additional revenue bonds to satisfy such costs. 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 January 1, 2013, and shall terminate on December 31, 2016, unless sooner terminated in accordance with this Agreement. The Term of this Agreement may only be increased by amendment to this Agreement, subject to the following exception: should for any reason, the term expire prior to the completion by the Consultant of a Task, then in the Manager's discretion this Agreement shall remain in full force and effect to permit completion of any Task commenced prior to the date that otherwise would have been the Agreement termination date. The Consultant shall accept such an extension so that the requirements of this Agreement can be fulfilled.

6. SUBCONSULTANTS AND SUBCONTRACTORS:

A. Although the Consultant may retain, hire and contract with outside subconsultants, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the Deputy Manager or his 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 Deputy Manager. 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 the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the Deputy Manager shall have the right to reject any proposed outside subconsultant or subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Deputy Manager shall have the right to limit the number of outside subconsultants or subconsultants or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C. The Consultant shall not retain any subconsultant to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subconsultant is connected with the sale or promotion of equipment or material that is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

7. PERSONNEL ASSIGNMENTS:

A. The Consultant shall assign a lead Contract Manager to this Project that has experience and knowledge of design and construction industry standards and specialized knowledge and experience regarding the scope of this Work. As a minimum, the Contract Manager must be a licensed architect or registered professional engineer in the State of Colorado. Individuals without professional registration or licensure are subject to the approval of the Manager of Aviation. The Contract Manager shall be the contact person in dealing with the

City's Project Manager on matters concerning this Agreement and shall have the full authority to act for the Consultant's organization and at the direction of the Project Manager. Consultant's designated Contract Manager shall remain assigned on this Agreement during the entire contract term, while in the employ of the Consultant, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted that requests the removal of the Consultant's Contract Manager.

B. The Consultant may choose to replace a Contract Manager with a principal, associate principal or other individual(s) whose standard hourly rate is higher. However, the time that the principal, associate principal or other individual(s) devotes to tasks that are normally performed by a Contract Manager shall be billed at the Contract Manager hourly billing rate.

C. The Consultant may submit and the City will consider a request for reassignment of a Contract Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Contract Manager.

D. If the City allows the removal of a Contract Manager, the replacement Contract Manager must have, at least, similar or equal experience and qualifications to that of the original Contract Manager. The replacement Contract Manager's assignment is subject to the approval of the Deputy Manager of Aviation.

E. All key professional personnel identified by the Consultant will be assigned by the Consultant or subconsultants to perform work under this Scope of Work. The Deputy Manager must approve additional personnel in writing. It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Scope of Work and that the Consultant's and the sub consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

F. If the Consultant decides to replace any of its key professional personnel, it shall notify the Deputy 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 Deputy Manager, which approval shall not be unreasonably withheld. The Deputy Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the Deputy Manager receives the list of key professional personnel, which the Consultant desires to replace. If the Deputy Manager or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

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

8. STATUS OF CONSULTANT:

It is agreed and understood by and between the parties hereto that the status of the Consultant shall be that of an independent Consultant retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Consultant or its personnel are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code for any purpose whatsoever.

9. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City as required by Charter and Ordinance.

10. ASSIGNMENT:

The 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 Manager. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager.

11. CONFLICT OF INTEREST:

The 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. The 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 the Consultant by placing the Consultant's own interests, or the interest of any party with whom the 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 the Consultant written notice that describes such conflict. The Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

12. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the 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 the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

13. DSBO GOALS:

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 fifteen percent (15%). 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 subconsultants and subconsultants 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 (15%), for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

14. PROMPT PAY:

The Consultant is subject to D.R.M.C. § 20-112 wherein the 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 (Section 20-107 through 20-118).

15. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit D**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) that specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit D**. All sub-contractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Finance & Administration, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. 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.

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

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

16. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of or resulting from the acts or omissions of Consultant, its officers, agents and employees ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the 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.

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. 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.

17. COORDINATION OF SERVICES:

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

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

19. WAIVER OF C.R.S. 13-20-802, et. seq.:

Notwithstanding any other provision of this Agreement, the Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802, et. seq.) relating to any design and construction defects in the Project under this Agreement.

20. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

A. The 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. The 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 the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 16, "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 that infringes upon any patent, trademark or copyright protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

21. TAXES AND COSTS:

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

22. OWNERSHIP OF WORK PRODUCT:

All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the 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. The Consultant shall not be liable for any damage that may result from any use of such documents for purposes other than those described in this Agreement.

23. ADVERTISING AND PUBLIC DISCLOSURES:

The 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 Manager. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data that have been accepted by the City, and designs and renderings, if any, that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this agreement 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 Manager, any member or members of City Council, and the Auditor.

24. COLORADO OPEN RECORDS ACT:

The 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 the 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 that the 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 the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant releases the City from liability for any disclosure of information by the City consistent with the provisions of the Open Records Act.

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

The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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 the Consultant and Consultant's agents from City facilities or participating in City operations.

26. CITY SMOKING POLICY:

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 *et. seq.*, the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

27. EXAMINATION OF RECORDS:

A. The Consultant agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement to audit or review said books, documents, papers and records to assure they are in compliance with the terms and conditions of this Agreement.

B. In connection with any services performed hereunder the Manager of Aviation, the City Auditor and any other authorized official of the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant that 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 personnel, hours and specific tasks performed, along with the applicable federal project number.

28. INFORMATION FURNISHED BY CITY:

The City will furnish to the Consultant available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

29. CITY REVIEW OF PROCEDURES:

The Consultant agrees that, upon request of the Deputy Manager, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

30. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

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

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City that the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents that have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the 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. The 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 Contract Amount.

31. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

32. NOTICES:

Notwithstanding any other provision of this Agreement, 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: Manager of Aviation
 Denver International Airport
 8500 Peña Boulevard, 9th Floor
 Denver, Colorado 80249-6340

With a copy to: Greg Holt
 Address above, 7th Floor

And by City to: Brown & Caldwell
 1697 Cole Blvd., Suite 200
 Golden, CO 80401

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.

33. 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 that may then exist on the part of the 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.

34. 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 the 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 such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

35. GOVERNING LAW; BOND ORDINANCES; VENUE:

A. This Agreement is made under and shall be governed by the law 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 that amend, supplement, or replace such bond ordinances.

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

36. 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, including DIA. The provisions of the attached Appendix No. 1 is incorporated herein by reference.

37. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE 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 § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Consultant also agrees and represents that:

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

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

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

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding

the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

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

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

38. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

39. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 46, which precede the signature page, and the following attachments, which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix No. 1:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Scheduling, Progress Reporting and, Invoicing
Exhibit C:	Hourly Billing Rates
Exhibit D:	Certificate of Insurance
Exhibit E:	Prevailing Wage Schedules

In the event of an irreconcilable conflict between a provision of Sections 1 through 46 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 46 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

40. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

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

41. INUREMENT:

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

42. FORCE MAJEURE:

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

43. ADMINISTRATIVE HEARING:

Disputes arising under or related to this Agreement or the services that are 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. § Section 5-17. The Parties agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

44. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in

full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

45. PREVAILING WAGE:

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

46. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver. This Agreement may be signed electronically by either party in the manner specified by the City.

[END OF PAGE]
[APPENDIX 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: PLANE-201208638-00

Contractor Name: Brown and Caldwell

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: PLANE-201208638-00

Contractor Name: Brown and Caldwell

By: Dirk Applegate

Name: Dirk Applegate
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK – DIA and SIA
ON-CALL ENVIRONMENTAL CONSULTING SERVICES

INTRODUCTION

The consultant(s), as deemed necessary by the Department of Aviation, will be required to provide professional environmental consulting services for Denver International Airport (DIA) and the former Stapleton International Airport (SIA) as identified in the SCOPE OF WORK below.

I. DESCRIPTION OF PROJECT

DIA

The Consultant(s) shall provide professional consulting services in support of the planning, implementation, and coordination of environmental programs at DIA. The Consultant(s) may provide support in several different areas as needed to ensure compliance with federal, state, and local regulations as well as DIA-specific permits. Compliance and/or permitting support will be requested on an as-needed basis in the following areas:

- Water Quality
 - Stormwater
 - Wastewater
- Air Quality
- Site assessment and remediation
- Construction and/or demolition
- Storage Tanks
- Oil Pollution Prevention (SPCC)
- Waste Management
 - Solid Waste
 - Hazardous Waste
 - Universal Waste

The consultant will also be required to provide the following services for DIA on an as-needed basis:

- Oversight of contractor construction and operation activities.
- Water well abandonment

- Historical property rehabilitation and maintenance
- Design reviews
- SARA, extremely hazardous substances inventory and EPCRA
- Ecological and biological resources (including wetlands)
- Demolition oversight
- Sampling and analysis of various media
- Tenant compliance and oversight
- Review of technical documents and reports
- Emergency response coordination, sampling and oversight
- Litigation support
- Regulatory negotiations
- Training
- Report preparation
- Data management
- MS4 compliance
- EMS

In addition, the City, at its sole discretion, may request support from the successful firm(s) in the following area for DIA:

- Planning studies
- NEPA
- General conformity
- Indoor air quality
- Energy efficiency

The Consultant shall perform this work in close coordination with DIA staff.

SIA

The consultant(s) shall also provide support to the City and County of Denver, Department of Aviation for the ongoing redevelopment efforts for the former Stapleton International Airport (SIA) site. Remediation for the Stapleton site shall be performed by other contractors/consultants under separate agreements. The following services will be required by the successful proposer(s):

- Site assessment
- Sampling and analysis
- Report preparation
- Reimbursement application preparation (OPS)
- Preparation / implementation of cleanup plans and/or no further action determination requests under the VCRA program

- Cost analysis of remedial activity options
- Work with various redevelopment stakeholders
- File management and data retrieval
- Preparation of NFA requests under the CDPHE SWD or DOLE OPS programs
- Implementation of Corrective Action Plans (CAP) under OPS jurisdiction
- Regulatory interaction/negotiations
- Remediation oversight and documentation
- Litigation support/expert testimony
- Well abandonment
- Waste management
- Demolition oversight
- Review of site assessment data
- Data management (GIS/ArcINFO)
- Map preparation
- Comparison of site data to remediation standards
- Preparation of property transfer documentation
- Emergency response

II SCOPE OF WORK

The Consultant(s) agrees to diligently perform specific activities under any or all of the aforementioned environmental areas at the direction and instruction of the appropriate Deputy Manager or the Deputy Manager's designated representative. The Deputy Manager for Planning and Development is responsible for the DIA and the Deputy Manager for Commercial is responsible for SIA. The Consultant agrees to diligently and professionally perform all work; supply all labor, equipment, supplies and materials, and do everything necessary to provide DIA with professional consulting and related services as specifically described below. All work will be authorized on a task-by-task basis.

- 1.1 Consult with the Director of Environmental Programs, Environmental Services staff, Project Manager, and Stapleton Redevelopment Program Manager, as needed in order to provide input and recommendations on environmental issues.

- 1.2 All environmental projects shall be conducted in accordance with all State, Federal, and local ordinances and regulations, including the DIA Rules and Regulations, Denver Department of Public Works Rules and Regulations, Denver Fire Department Regulations and Policies, and Metro Wastewater Reclamation District Rules and Regulations.

- 1.3 The Consultant(s)' pricing shall be by task and shall be detailed by labor category, level of effort, reimbursable expense unit rates and quantity, and all subconsultant/subcontractor costs. Separate pricing shall be provided for each Subconsultant based on labor category.
 - 1.3.1 The Consultant shall be reimbursed hourly rates for services rendered hereunder, at rates show in the "Agreement", Section XX, for the respective classifications listed.
 - 1.3.2 In addition, the City agrees that the Consultant's pricing may include reimbursement for expenses actually incurred, as shown in the "Agreement".
 - 1.3.3 The Consultant agrees the above rates are complete compensation for its services hereunder, including payroll burden, fringes, incentive plans, overhead, profit, and office operating expenses.
- 1.4 For each Scope of Work issued to the Consultant(s) by task order, the Consultant(s) shall submit pricing and scheduling information. The cost of all such work provided by the Consultant(s) shall be established in accordance with Federal Cost Principles. The Consultant(s) shall not begin on any Scope without receiving prior written approval from the Deputy Manager (or designee).

Exhibit B

SCHEDULING, PROGRESS REPORTING AND INVOICING
NO. 201208638
ON-CALL ENVIRONMENTAL DESIGN SERVICES-DIA and SIA
DENVER INTERNATIONAL AIRPORT

A. 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 task. Those resources are totaled for each task. A lump sum cost has been developed for each task and is described in the Agreement. The Consultant then measures monthly progress and prepares invoices on the basis of percentage completion for each project, task or billing point using the selected progress payment measurement alternative. Progress payment measurement alternatives which the Consultant may propose for written approval for each task are described in paragraph (D) below.

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.

B. (NOT USED)

C. (NOT USED)

D. 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.

D.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.

D.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 tasks 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.

D.3 Completion - Payments will be made for completed tasks whose total duration is less than one month. 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.

D.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 Task Services.

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.

E. Invoices and Progress Payments

E.1 The City will provide the Consultant with the outline invoice format in Excel format. The Consultant shall provide to Project Manager a completed invoice format for Project Manager review and approval no later than fourteen (14) days after the Notice to Proceed. This format will identify the measurement alternatives which will be used to measure progress for each Project and each task within each Project. Each Project shall be measured per discipline (including reimbursable costs) and per design task. Two printed copies of each invoice shall be submitted.

E.2 By the 10th of each month in which an invoice is submitted, the Consultant shall invoice the City for its achieved progress on each task during the previous month based on the method of measurement alternative selected for each task. The worksheets which the Consultant use 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) original and one (1) copy shall be submitted

each month. One copy shall be submitted directly to the Project Manager. The Original shall be submitted to DIA Technical Services.

E.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.

E.4 Payment for invoices received after the 10th of each month may be delayed. Accordingly, timely submission of invoices is encouraged.

E.5 Not used

E.6 The Project Manager will review all invoices and in the event the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet by the 25th of the month 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.

E.7 In accordance with requirements set forth in this Agreement the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:

- " Certificate of Insurance
- " Name and Title for Authorized Signatures

F. Monthly Progress Report Development

F.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

F.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 Notice to Proceed 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.

F.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the current Monthly Progress Report.

G. Schedule Changes and Increases In Project Amount

Any requests for schedule changes or increases in a Task 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.

H. 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.

Within seven (7) days of Notice to Proceed, the Consultant shall submit to the Project Manager its proposed method of correspondence control, which it shall immediately institute upon receipt of written approval from the Project Manager.

**SUMMARY OF CONTRACT PROJECT CONTROL REQUIREMENTS
PROFESSIONAL SERVICES CONSULTANTS**

PRIOR TO FIRST INVOICE - SUBMITTALS REQUIRED

- 1) Certificate of Insurance,
- 2) Name and Title of Authorized Signatures

WITHIN 7 DAYS AFTER NOTICE TO PROCEED - SUBMITTALS REQUIRED

- 1) Correspondence Control Methods and Progress Report Format
- 2) Invoice and Progress Payment Format
- 3) Work Schedule and Task List formatting

WITHIN 14 DAYS AFTER NOTICE TO PROCEED

- 1) The Consultant shall meet with the Project Manager for a Pre-Work Meeting.
- 2) The Consultant shall submit its proposed Monthly Progress Report format.

MONTHLY SUBMITTALS:

- 1) The Consultant shall submit the Monthly Progress Report.
- 2) The Consultant shall submit invoicing by the 10th of each month.

WITHIN 7 DAYS AFTER SCOPE PROPOSAL REQUEST - SUBMITTALS REQUIRED

- 1) Scope Definitions and Detailed Cost Estimate per task and per sub-consultant, List of Submittals or Deliverables, Drawing and Specification Release Schedules
- 2) Work Schedule per task and overall Project schedule
- 3) Summary of fee proposal (Hourly or lump sum as identified in Proposal request from Project Manager)

Exhibit C

CONSULTANT HOURLY RATE SCHEDULE –DIA and SIA
NO. 201208638
ON-CALL ENVIRONMENTAL DESIGN SERVICES

Labor Rates Schedule

Principal*	\$ 176 / hour
Project Manager	\$ 160 / hour
Sr. Engineer/Scientist/Programmer	\$ 138 / hour
Engineer/Scientist/Data Manager	\$ 100 / hour
Field Technician	\$ 83 / hour
CADD/Junior Analyst	\$ 72 / hour
Clerical/Administrative/Word Processing/Data Entry	\$ 61 / hour

*Only with approval

These labor rates will hold for the entirety of the 3-year contract. All subcontractors used on this contract will include a 5 percent administrative markup fee. All expenses including consumables will be reimbursed at cost without markup. Personal car mileage will be reimbursed at the IRS government rate current when the expense was incurred.

Exhibit D

CITY AND COUNTY OF DENVER CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201206372 On-Call Environmental Consulting Service

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Professional Liability (professional services other than Information Technology)

Coverage: Professional Liability

Minimum Limits of Liability (In Thousands)

Per Claim

\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Policies written on a claims-made basis must remain in force for three years ERP in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.
3. Any cancellation notice required herein must be provided by Certified Mail. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental services performed under the insured's contract with the City.

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- 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.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance 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.



DENVER
THE MILE HIGH CITY

Exhibit E

Career Service Authority
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton Staff HR Professional
DATE: Friday August 17, 2012
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday August 17, 2012** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO120019
Superseded General Decision No. CO20100021
Modification No. 1
Publication Date: 08/10/2012
(8 pages)

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

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO120019 08/10/2012 CO19

Superseded General Decision Number: CO20100021

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	08/10/2012

CARP9901-008 10/01/2010

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.00	11.28

ELEC0068-016 03/01/2011		

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75+8.68
Zone 2.....	\$ 29.42	4.75+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

* ENGI0009-008 06/25/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....		
	\$ 24.27	8.62
(3)-Loader (under 6 cu. yd.)		
Denver County.....	\$ 24.27	8.62
(3)-Motor Grader (blade- rough)		

Douglas County.....	\$ 24.27	8.62
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 24.42	8.62
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 24.42	8.62
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 24.57	8.62
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 24.57	8.62
(6)-Crane (91-140 tons).....	\$ 24.72	8.62

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25

Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman		
Denver.....	\$ 17.90	3.41

Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

Career Service Authority

**Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates
(Specific to the Denver Projects)
(Supp 35, Date: 01-13-2012)**

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

