

## **A G R E E M E N T**

**THIS AGREEMENT** made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **KUMAR AND ASSOCIATES, INC.**, a Colorado corporation ("Consultant");

### **W I T N E S S E T H :**

**WHEREAS**, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and will require professional, technical and support services to fully staff, maintain and operate DIA's onsite fully-furnished material testing laboratory; and

**WHEREAS**, the City has solicited and received proposals for such services, and has chosen the proposal submitted by Consultant; and

**WHEREAS**, the Consultant is ready, willing and able to provide planning and programming support, design management services, engineering inspection, construction management, materials testing, and other support services to the City, in accordance with its proposal submitted to the City;

**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; NOTICES:**

A. The City's Manager of Aviation, 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 representative of the Manager through whom services performed under this Agreement shall be directed and coordinated. Administrative reports, memoranda, correspondence and other submittals required of the Consultant shall be channeled in accordance with the Deputy Manager's directions. The Consultant shall establish and notify the City of a similar channel within its organization through which City-initiated communications will be transmitted.

B. 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:                   Manager of Aviation  
  Denver International Airport  
  8500 Peña Boulevard, 9th Floor  
  Denver, Colorado 80249-6340

and by City to:                       Kumar And Associates  
  2390 S. Lipan Street  
  Denver, Colorado 80223

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.

**2. SCOPE OF WORK:**

A. At the direction and discretion of the Deputy Manager, the Consultant will provide professional, technical and support staff to fully staff, maintain and operate DIA’s onsite fully-furnished material testing laboratory, and any other support services as required on projects designated for such services by the Deputy Manager, as further described in *Exhibit A* – Scope of Services and consistent with the terms and conditions of this Agreement.

B. The Consultant agrees that it will provide no services until directed in writing by the Deputy Manager, and that the Deputy Manager may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof. The Deputy Manager's determinations with respect to the amounts of time and number of personnel assigned to one or more projects will be controlling with regard to the amounts of compensation due to the Consultant for such services under this Agreement.

C. The Consultant will meet with the Deputy Manager, designated Planning and Development Division (PDD) employees, Project Manager(s), and others, in order that the appropriate employees and/or subconsultants of the Consultant obtain an adequate and complete understanding of the PDD’s goals, needs, and requirements for all assigned tasks, and therefore may properly execute the task(s).

D. The Consultant will, as directed by the Deputy Manager, provide separately for each day and for each project upon which services are performed under this Agreement, full and complete inspection reports and other reports as required, detailing the project and support services performed. The Consultant will prepare each report in the form directed by the Deputy Manager,

Kumar And Associates, Inc.  
Contract No. 201208265

and will furnish the number of copies of each report, and distribute or submit them to such persons, as the Deputy Manager directs.

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

F. Prior to permitting any person to commence work on any project assignment under this Agreement, the Consultant will submit the names and qualifications of each candidate that it proposes to assign to perform such work, along with such candidate's proposed hourly wage, for approval to the Deputy Manager, and will make each such candidate available to be interviewed in person by the Deputy Manager, unless approved otherwise.

G. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be and remain during the time of their employment competent and completely and fully qualified for the duties to which they are assigned. The qualifications for certain specific duties have been set forth in writing by the Deputy Manager. The qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Deputy Manager reserves the right to advise the Consultant from time to time of further qualifications required of, and additional types of duties to be performed by, the Consultant's personnel assigned to DIA.

H. The Consultant shall not remove or reassign any approved personnel assigned to DIA and performing work under the Agreement without the express written approval of the Deputy Manager.

**3. COMPENSATION AND PAYMENT:** The City agrees to pay, and the Consultant agrees to accept as sole compensation for complete costs incurred and services rendered hereunder, amounts calculated in accordance with the provisions of this Agreement, including *Exhibits A, B and C* attached hereto and incorporated herein by this reference. However, nothing in this Agreement shall be construed to guarantee the Consultant any particular amount of work, billings or profit for any period under this Agreement.

A. Compensation for hours worked. The Consultant's total and sole compensation for total hours worked as described in subparagraph 3(B) shall be established by adding each individual employee's regular and overtime wage totals for a gross monthly payroll and multiplying the sum so obtained by the appropriate "Multiplier Factor" in accordance with the following:

$$\begin{aligned} & \text{Gross monthly payroll of regular hours times 2.29} \\ & + \text{Gross monthly payroll of overtime hours times 1.95} \\ & \hline & = \text{Consultant's total compensation for hours worked (labor) at DIA} \end{aligned}$$

The Consultant's total compensation for hours worked by the Consultant's other employees assigned to perform work under the Agreement but not assigned to City office space shall be 2.85 for regular hours and 2.32 for non-exempt employee overtime hours.

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

C. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount equal to 5% of such invoices, excluding reimbursable expenses incurred by subconsultants under paragraphs D. (1), (2) and (3) below.

All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of this Agreement are set out on *Exhibit C* attached hereto and incorporated herein.

D. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with the following:

(1) The City shall provide reimbursement for the Consultant's employee's automobile travel expenses, when such travel has been specifically authorized in writing by the Deputy Manager or his authorized representative and when a vehicle has not been furnished by the City, is payable at the federal rate in effect at the time of the expense. DIA shall be the point or origin for mileage calculation; mileage shall not be paid for commuting to DIA.

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

(3) The City shall reimburse the Consultant for actual, reasonable premiums paid for insurance as required in Section 12.

(4) The City may reimburse the Consultant for special and unusual costs incurred in the performance of services which were requested in writing by the City under this Agreement utilizing a Reimbursable Expense Authorization. However, such reimbursement shall be made only if the amounts to be reimbursed were approved in advance in writing by the Deputy Manager, and only if the Deputy Manager determines that the costs incurred were a necessary part of the services rendered and that such costs could not have been reasonably anticipated and provided for in the Multiplier Factor. These costs shall be reimbursed to the Consultant at cost plus a markup up to but not exceeding eight percent (8%).

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

#### **4. MAXIMUM CONTRACT LIABILITY; FUNDING:**

A. In no event shall the City be liable for payment under the terms of this Agreement for any amount in excess **Six Million and No/100 Dollars (\$6,000,000.00)** (“Maximum Contract Liability”). The Maximum Contract Liability may only be increased by amendment to this Agreement.

B. All payments under this Agreement shall be paid from the City’s Airport System Capital Improvement and Replacement Fund, Airport Operations and Maintenance Fund, and Airport Bond Revenue Funds. The City has no obligation to make payments from any other source or 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 Liability set forth above.

C. The City has disclosed to the Consultant, and the Consultant acknowledges that an amount less than the total Maximum Contract Liability has been appropriated and encumbered for purposes of this Agreement. The City will, upon request at any time during the term of this Agreement, disclose to the Consultant the amount which has been appropriated and encumbered for purposes of this Agreement, the total amount of Consultant’s approved billings to that date, and the amount of appropriated and encumbered funds which are at that date available for expenditure by the City under this Agreement. The Consultant is not eligible for payment for services performed or expenses incurred at any time when there are insufficient funds available for payment by the City for such services or expenses. The Consultant is not obligated to provide services under this Agreement when there are insufficient funds available to pay for such services. In such event, the Consultant shall immediately notify the Manager, in writing, of the amount of

funds available for expenditure, the amount needed to pay for pending services, and the date when the Consultant will cease to perform services due to the unavailability of funds hereunder. However, nothing in this Section 4 shall be construed to allow the Consultant to stop work when the amount of funds available for expenditure hereunder is equal to or greater than the Consultant's projected billings for services to be performed and expenditures to be incurred in the next fifteen (15) days. If the Consultant has ceased work under this Section 4, the Manager will notify the Consultant in writing when sufficient funds to pay for future services have been appropriated, encumbered and made available for expenditure under this Agreement, and the Consultant will resume providing such services within five (5) business days thereafter.

**5. TERM:** The Term of this Agreement shall commence on the date of the Notice to Proceed issued to the Consultant, and shall terminate at the end of **December 31, 2017** thereafter, unless terminated in accordance with the provisions hereof.

**6. SUBCONSULTANTS AND SUBCONTRACTORS:**

A. Although the Consultant may retain, hire and contract with outside subconsultants and subcontractors, no final agreement or contract with any such subconsultant or subcontractor shall be entered into without the prior written consent of the 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 or subcontractor, and any other information requested by the Manager. Any final agreement or contract with an approved subconsultant or subcontractor must contain a valid and binding provision whereby the subconsultant or subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the 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 Manager 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 his sole and absolute discretion.

**7. 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.

**8. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES:**

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C. (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Consultant has identified MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **20%**. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 15%.

B. Under § 28-72 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-73 D.R.M.C. The Consultant acknowledges that:

(1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

(2) If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-73, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(3) If change orders or other contract modifications are issued under the contract, that include an increase in scope of work of this Agreement, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants or by the Consultant shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the proposal. The Consultant shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with § 28-73, D.R.M.C., as applicable, or the Consultant must show each element of modified good faith set out in § 28-75(c) D.R.M.C. The Consultant shall supply to the director the documentation described in § 28-75 (c) D.R.M.C. with respect to the increased dollar value of the contract.

(4) Failure to comply with these provisions may subject the Consultant to sanctions set forth in the M/WBE Ordinance. Should any questions arise

regarding specific circumstances, the Consultant must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (303) 342-2180.

**9. 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.

**10. 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** are incorporated herein by reference.

**11. 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 contractor 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 Revised Municipal Code for any purpose whatsoever.

**12. INSURANCE:**

A. The 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, the 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, the 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. The 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, the 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. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and the Consultant shall insure that each subconsultant complies with all of the coverage requirements.

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

### **13. DEFENSE AND INDEMNIFICATION:**

A. To the fullest extent permitted by law, the 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, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Consultant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The

Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

**14. 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.

**15. 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, and with the charter, ordinances and rules and regulations of the City and County of Denver.

**16. PROFESSIONAL RESPONSIBILITY:** The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

**17. 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 13, "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, 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.

**18. WAIVER OF CRS 13-20-801, et seq.:** Notwithstanding any other provision of this Agreement, the Consultant specifically waives all of the provisions of Colorado Revised

Statutes §§ 13-20-801 – 80 as they may relate to the Consultant's performance under this Agreement.

**19. 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 which 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 which is acceptable to the City.

**20. 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 which may result from any use of such documents for purposes other than those described in this Agreement.

**21. 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 which have been accepted by the City, and designs and renderings, if any, which 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 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 Manager, any member or members of City Council, and the Auditor.

**22. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The 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 the Consultant from City facilities or participating in City operations.

**23. CITY SMOKING POLICY:** The Consultant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor City buildings and facilities.

**24. EXAMINATION OF RECORDS:**

A. Records of the Consultant's direct personnel, Consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Consultant shall be kept on a generally recognized accounting basis. The Consultant agrees that the Manager and the Auditor of the city or any of their duly authorized representatives, until the expiration of three (3) years after the final payment under this Agreement, shall have access to and the right to examine any 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. The Consultant, upon request by either shall make all such books and records available for examination and copying in Denver, Colorado.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, 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 which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultants further agree that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

## **25. CITY REVIEW OF PROCEDURES:**

The Contractor 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.

## **26. TERMINATION:**

A. The City has the right to terminate this Agreement with or without cause, on thirty (30) 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. In the case of termination with cause the consultant shall have the right to cure unsatisfactory performance within thirty (30) days of the notice to terminate.

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. 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, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. 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.

D. The Consultant has the right to terminate this contract with or without cause by giving not less than thirty (30) days prior written notice to the City.

**27. 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 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.

**28. 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.

**29. 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 Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto 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."

**30. 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 between the Consultant and the City shall be deemed to have been made in the City and County of Denver, State of Colorado, and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. Consultant shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Consultant, any subcontractors, employees, agents or servants of the Consultant engaged in the preconstruction or programming services or affecting the materials and equipment used in the performance of the preconstruction or programming services, as the same may be, from time to time, promulgated, revised or amended.

C. 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.

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

**31. 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.

**32. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This agreement consists of Articles 1 through 41 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 and Nondiscrimination

Exhibit A:	Scope of Services
Exhibit B:	Scheduling, Progress Reporting and Invoicing
Exhibit C:	List of Multiplier Factors
Exhibit D	City and County of Denver Insurance Certificate

In the event of an irreconcilable conflict between a provision of Articles 1 through 43 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  
Articles 1 through 43 hereof  
Exhibit A  
Exhibit B  
Exhibit C

Exhibit D

**33. 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.

**34. 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 the City Council and fully executed by all signatories of the City and County of Denver, and a copy has been delivered to the Consultant.

**35. COUNTERPARTS OF THIS AGREEMENT:** This Agreement will be executed in six (6) counterparts, each of which shall be deemed to be an original of this Agreement.

**36. 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 and any such situation shall entitle either party to an extension of time to perform obligations under this Agreement. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**37. PROMPT PAY:** The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its subconsultants or subcontractors in a timely fashion. A payment is timely if it is mailed to the subconsultant or subcontractor 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).

**38. SEVERABILITY:** 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 authority thereover, 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 by incorporating herein, are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made except as specifically stated in the Contract Documents

**39. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**40. 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 as necessary by City Council and fully executed by all signatories of the City and County of Denver.

**41. PREVAILING WAGE:** Consultant shall comply with the City's Prevailing Wage Ordinance, Section 20-76 et seq. of the Denver Revised Municipal Code ("D.R.M.C."), as such Ordinance applies 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.

**42. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification 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 subconsultant or subcontractor 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 the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Consultant to comply with any and all federal



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

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

D. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

**43. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Page Intentionally Left Blank, Signatures on Following Page]

**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-201208265-00

Contractor Name: Kumar And Associates, Inc.

By: Narendra Kumar

Name: NARENDER KUMAR  
(please print)

Title: CEO & CHAIRMAN  
(please print)

ATTEST: [if required]

By: [Signature]

Name: ALAN CLAYBURN  
(please print)

Title: PRINCIPAL  
(please print)



## 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. The Consultant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Consultant shall maintain and operate such facilities and services in compliance with all other

requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Consultant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

#### **9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Consultant 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.

**EXHIBIT A  
SCOPE OF WORK**

**MAINTAIN & OPERATE MATERIAL TESTING LABORATORY  
CONTRACT NO. 201208265**

**DENVER INTERNATIONAL AIRPORT**

**INTRODUCTION**

The mission of the Planning & Development Division (PDD) of Denver International Airport (DIA) is to accomplish the planning, programming, design and construction of all facility developments at DIA. As part of that objective the PDD owns an onsite material testing laboratory that is certified, maintained and operated by a Consultant to perform various material tests for designated DIA projects.

The Consultant for this Request for Proposal, as deemed necessary by the Deputy Manager of Aviation for Planning & Development (Deputy Manager), will provide professional, technical and support personnel to fully staff, maintain and operate DIA's onsite fully furnished material testing laboratory. PDD typically creates project management teams to manage various projects. These teams will be integrated teams that can consist of personnel from the City, the successful Consultant(s) for project management and inspection and this Consultant.

PDD Project Managers (PM) have overall responsibility for achieving the successful design and construction of projects. PDD PMs are expected to manage the necessary design, construction and material procurement contracts to accomplish the safest projects with the best quality, schedule and budget framework possible. In addition, PDD PMs are responsible to ensure that the construction process is properly coordinated in order to mitigate the impact of this phase on the day-to-day operation of DIA.

This Consultant in coordination with PDD PMs and while collaborating with the contractors will coordinate all required material quality assurance and acceptance testing as required by project documents, including the FAA when applicable. The Consultant will assure the PMs that all required test reports for a project are completed, submitted and that any required corrective actions are taken.

**A. DESCRIPTION OF TYPICAL SERVICES**

**1. LABORATORY OPERATIONS:**

The primary responsibility of this Consultant will be to perform all material testing for DIA projects as indicated in project documents and as requested by PDD PMs in a timely manner.

Typical responsibilities required to maintain and operate the DIA material testing laboratory include but are not limited to:

(a) Laboratory Accreditation - The Consultant will be required to maintain the laboratory certification through the American Association of Laboratory Accreditation (AALA), through the duration of this contract. The AALA requires recertification every two years.

(b) Personnel - Management and supervisory personnel, laboratory staff, field testing technicians, and inspecting technicians shall be qualified in accordance with ASTM C 1077, D 3666, D 3740, and E 329 requirements to perform the work and have NICET, ACI, WAQTC, LabCAT, CDOT, NRMCA, PCA, AWS, ASNT certifications or a degree in a related engineering field with construction field experience and can demonstrate qualifications. Consultant will provide a list summarizing all management, supervisory, laboratory, field testing, and inspection personnel assigned to the project including the testing and/or inspection each individual will be performing, certifications held by each individual, and the expiration date of each certification. The manager or supervisor reviewing and signing on reports shall be a registered and licensed professional engineer in the State of Colorado.

(c) Laboratory Equipment - The laboratory is fully furnished and equipped by DIA. The Consultant will be responsible for the proper handling and use of all equipment and will be responsible for the replacement of such equipment due to misuse. The Consultant will keep and maintain an inventory of all equipment and disposable product used during the day to day operations of the laboratory for the contract period. Measuring and test devices shall be calibrated, adjusted and maintained at prescribed intervals prior to use based upon equipment stability and other conditions affecting measurement. Calibration shall be accomplished using certified standards that have a known traceable relationship to the National Institute of Standards and Technology. Every calibrated measuring and test device shall show the current status, date of last calibration and the due date for the next calibration. Calibration records shall be maintained onsite as quality records and shall be made available for inspection upon the Deputy Manager's request.

(d) Maintain Adequate Staff – It is PDD's responsibility to assure adequate project staffing. It is the Consultant's responsibility to provide competent full or part-time staff as required to perform all the testing services identified for any project or as directed by a PDD PM. All personnel assigned to a project and any changes in personnel must be approved by the Deputy Manager.

(e) On-Site Organization – Personnel will follow established lines of authority and standard and consistent communication procedures in order to successfully assure that all measurable requirements for a project have been met and projects are successfully completed.

(f) Meetings – Personnel as requested will participate in weekly project status meetings at which the Deputy Manager, designer, and project manager can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis if necessary, as determined by the Deputy Manager.

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

(a) Site Investigation – From time to time Consultant may be requested to perform comprehensive site investigation services for various reasons such as a future project or to help identify a possible problem, etc

(b) Split Samples - By performing quality assurance testing of split sample materials (when possible) in conjunction with contractors, Consultant will validate compliance of the contractor's material testing program and contractor's performance per the project documents.

(c) Testing Responsibility - Material tests conducted by the Consultant shall not in any way relieve any Contractor of his responsibility and obligation to meet all specifications and referenced standards requirements. Typical tests to be completed by Consultant are listed in Appendix 1.

(d) Sampling - The Consultant shall permit the PDD PM witness and/or direct the selection of samples for testing. It is understood that the Consultant may be directed to take samples and perform testing of samples at different intervals or at intervals concurrent to the Contractor's testing program. Tests of items or materials that fail shall be sufficient cause to terminate further inspections/tests of the same brand, make or source of that product.

Materials accepted on the basis of a certificate of compliance may be sampled and inspected/tested by PDD PM at any time to assure contractors are meeting their responsibility to use materials that conform to the specifications.

(e) Test Reporting – PDD PM teams are responsible for providing consistent and coordinated reporting and administrative documentation. The Consultant shall keep accurate and detailed project records using PDD electronic systems and prepare reports that may be required in the format and frequency requested by the Deputy Manager. Material testing results shall be submitted by the Consultant to the PDD PM after completion of testing by the Consultant and prior to incorporation of the item(s) into the Work unless the test must be done during or after installation.

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

The Consultant shall prepare and submit a typed Weekly test report, as approved by the Deputy Manager, to each PDD PM. The weekly summary report shall be submitted within two (2) weeks from the end of the reporting period. The test reports shall be numbered sequentially in chronological order. Individual tests shall be numbered sequentially. The reports and tests shall also be organized per specification section. Any failed tests that have not been corrected when the report is published shall be highlighted and noted in the cover letter of the report. All test results must be reviewed and signed by a registered licensed engineer in the State of Colorado. The signature represents that the test procedures used are in strict conformance with the applicable testing standard, the calculated data are true and accurate, the tools and equipment used were in calibration, the sample was not contaminated and the persons running the test were qualified.

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

1. Contractor's name
2. DIA Contract number and title
3. Name of item(s) tested including a physical description and, as applicable, model and make
4. Quantity of items



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

(f) Failing tests - The Consultant shall assist the PDD PM with the issuance of a Nonconformance Report or a Remedial Action Request to the appropriate contractor in the event any tests fail.

(g) Special Inspection/Testing – Prior to the start of any project the Consultant will meet the assigned PDD PM team to review project documents for any special inspection/testing requirements and provide the PDD PM with a staffing plan to ensure adequate coverage for meeting special inspection/testing requirements as well as overall testing requirements to be assured projects are completed per contract documents.

In addition to providing day to day quality assurance material testing for all PDD PM construction management teams, the Consultant as further described below, will be “an approved agency” and be able to provide “qualified persons” to perform Special Inspections Testing as referenced in Chapter 17, Section 1704 of the International Building Code (IBC), and as amended by the latest City and County of Denver Building Permit Policy. As “an approved agency” or Special Inspection Agency the Consultant will also provide material testing services not provided by the DIA material testing laboratory. All special inspection testing shall be done in collaboration with the PDD PM and other consultants providing special inspection services for DIA.

(h) Project Site Documents – This Consultant will maintain project records in accordance with established PDD guidelines (electronic and hard copies as directed). Upon completion of a project, Consultant will provide the PDD PM a complete set of records and will assist PDD PM teams with completing any required project reports.

## **B. GENERAL COORDINATION AND ADMINISTRATION OF CONSULTANT’S WORK**

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

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

3. Following receipt of a fully executed Agreement, the Consultant will meet with the Deputy Manager, designated PDD employees, and others, in order that the appropriate employees and/or Subconsultants of the Consultant obtain an adequate and complete understanding of PDD’s goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).

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

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

**C. QUALIFICATIONS OF CONSULTANT’S PERSONNEL**

1. The successful Consultant and Subconsultants will provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Project Manager (PM), who shall be the operational point of contact with the Deputy Manager. The PM will be experienced and highly qualified in project management of airport construction, including terminal and airfield work. The qualifications for certain specific duties are set out in Attachment 1 to this Exhibit A, attached hereto. Following is a list of the more common positions filled by this contract. This list identifies the Career Service Authority (CSA) (City and County of Denver) title, personnel classification number and the maximum base hourly wage rate for the respective positions. The City may update the maximum hourly base wages in this list by amendment to this contract.

<u>Title</u>	<u>Max Hrly Wage Rate</u>	<u>No. Existing Employees</u>
1. Admin Support Asst III – 610 C	\$20.28	1
2. Materials Tester - 619 E	\$31.20	6
3. Engineer– 813 E	\$48.76	1

It is understood and agreed that the above are maximum rates for which the Consultant will be reimbursed unless authorized by the Deputy Manager. The Consultant will only charge the actual wage rate. Said rates are considered base hourly rates and do not include fringe benefits which are included in the Multiplier Factor. Payment in excess of these rates shall not be considered in

determining the base compensation allowances provided for in paragraph 3.A. of the Agreement unless authorized by the Deputy Manager.

2. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be and remain during the time of their employment competent and completely and fully qualified for the duties to which they are assigned. The qualifications for certain specific duties have been set forth in writing by the Deputy Manager. The qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Deputy Manager reserves the right to advise the Consultant from time to time of further qualifications required of, and additional types of duties to be performed by, the Consultant's personnel assigned to DIA.

**D. CONSULTANT'S MULTIPLIER**

The City anticipates providing virtually all office space, supplies, equipment and parking as needed for this Agreement. It is the City's intention that the selected Consultant's direct labor multiplier factor (MF) will be adjusted accordingly. Moreover, upon selection, the City will require the submittal of supporting documentation as identified below that is used to derive the proposed MF. Each MF will be determined and expressed under the following formula:

Base Hourly Salary 1.00  
+ Payroll Labor Burden x.xx  
+ Indirect Personnel Expense x.xx  
= Subtotal x.xx  
+ Profit (% of Subtotal) x.xx  
+ Other Overhead Costs x.xx  
= Total Direct Labor Multiplier x.xx

Labor Burden will be based on the net actual cost of the mandatory or customary items enumerated as follows: (1) payroll taxes; (2) worker's compensation insurance; (3) group insurance (health and disability); (4) sick leave, holidays and vacations; and (5) pension plans excluding profit sharing or items related to profitability. The selected Consultant will furnish a detailed breakdown of the Labor Burden covering the enumerated components.

Indirect Personnel Expense will be based on the net actual wages and associated mandatory or customary payroll benefits and liabilities (items (1) to (5) above) of those whose salaries are not directly chargeable to a particular project.

Overhead costs are to be based on a recent statement prepared in accordance with Defense Contractors Audit Agency (DCAA) guidelines by a Certified Public Accountant (CPA) or a government agency.

**END OF EXHIBIT A**

# APPENDIX 1

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

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

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

## EXHIBIT B

### INVOICING

#### PROJECT MANAGEMENT AND SUPPORT SERVICES

##### DENVER INTERNATIONAL AIRPORT

#### INTRODUCTION

This Exhibit "B" describes the Consultant's obligation to prepare and submit invoices.

#### A. TIME RECORDS

Submittal of time sheets will be required concurrent with the submittal of each invoice.

Time sheets shall be organized and submitted based on directions from the City's Project Manager. The Consultant shall maintain time sheets and expense statements for each task. The City shall have a right to examine and audit these during regular business hours.

The Consultant shall maintain accumulated cost information, including work hours, for each project that personnel are assigned. The Consultant shall work with City finance personnel for the purposes of estimating and budgeting Project Management costs for projects. Such budgets shall be updated periodically.

All Consultant personnel normally based at DIA may be required to clock in and out on a City furnished time management system. This system would be used to confirm total hours worked per day by an employee and is not a substitution for the time sheet.

#### B. PAYROLL RECORDS

The Consultant shall maintain and keep accurate and complete hourly payroll records on forms to be submitted by the Consultant and approved by the City. The Consultant shall at all times make said records available for inspection or audit by authorized representative(s) of the City. Such records must include, but not necessarily be limited to, the name, address, personnel classification, hourly wage rate for such classification (as hereinafter provided), hours worked each day, actual hourly wage rate or other salary paid (or to be paid), items of payroll withholding, items of fringe benefits accrued or paid, shift worked, shift scheduled to work and a description of the job or duty assignment for each of the Consultant's personnel rendering work or services under the provisions of this Agreement during any monthly payroll period. The Consultant shall submit one (1) certified copy on CD-ROM or DVD and also via email to [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com) of such payroll records to the Deputy Manager of Aviation or his designated representative at the end of each monthly payroll period.

#### C. OVERTIME PAY

The standard work week will be comprised of 40 hours. The Consultant shall plan and schedule its resources such that the services to be provided under the terms of this Agreement are effectively implemented without causing overtime to its assigned staff unless specifically requested and pre-authorized in writing by the City. If authorized in writing by the City, the Consultant's personnel may be required to work overtime hours, Saturdays, Sundays, or the holidays listed in this Section



C. The Consultant's charges for personnel so authorized to work at these times will be based on the following:

1. At the time of authorization, each person approved by the City to work on this contract will be categorized as either hourly (non-exempt) or salaried (exempt), based on such person's full-time or part-time status, length of assignment, and federal and state regulations.
2. All full-time exempt personnel shall be paid at straight time rates for all overtime hours worked for weekly overtime when authorized.
3. All full-time hourly (non-exempt) personnel will receive 150% of their straight time rate for weekly overtime when authorized.
4. Holidays shall include only New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and one floating holiday to be scheduled by the Consultant and approved by the Deputy Manager. Each holiday, whether or not worked, shall be credited against the cumulative hourly requirements for payment of overtime rate for the week in which the holiday falls, if the person is regularly scheduled to work the standard work days which immediately precede and follow the holiday.

#### D. SPECIAL MAXIMUM HOURLY WAGE RATES

During the term of this Agreement, if the City determines that a particular project requires the service of a person having a personnel classification not included in the categories provided in the Agreement, or if the City requires the services of a person having unusual experience or expertise in a personnel classification included in the Agreement, the City may, in its sole and absolute discretion, authorize in writing the assignment of such person(s) at a billing rate to be mutually agreed upon prior to assignment.

#### E. HOURLY RATE ADJUSTMENTS

Hourly wage rates are subject to escalation, on an annual basis on the anniversary date of the contract NTP, for the Consultant staff provided in the categories stated; wage rate adjustments are not to exceed the Published Career Service Board's annual Classification and Pay Plan Review as adopted by the mayor and city council and that is in effect at the time of said adjustments. Any increase of the maximum hourly wage rate is not to be construed by the Consultant as an approval to increase the hourly wage or billing rate of any employee.

#### F. ACCOMMODATIONS

The City shall provide office space, office furnishings and equipment, telephones, vehicles, office supplies and tools at DIA for use by the Consultant's personnel in performing most duties under this Agreement. Personnel assignments when DIA will not provide office space and appurtenances will be identified on the task order.

#### G. INVOICES AND PROGRESS PAYMENTS

1. The City will provide the Consultant with the outline invoice format. The Consultant shall provide to the City's Project Manager a complete invoice format for Project Manager review and approval no later than fourteen (14) days after the Notice to Proceed. Invoicing shall be submitted in MS Excel format on CD-ROM or DVD disk and via email to

[contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com) . Disks shall be labeled with the Contract Number, Invoice Number, date, and file name.

2. By the 10th of each month in which an invoice is submitted, the Consultant shall invoice the City for its costs on each task during the previous month.
3. The City's Project Manager will review all invoices and in the event of a disagreement with the invoice, 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 of Aviation 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 invoices has not been achieved or any discrepancies of any portion of the invoice cannot be substantiated.
4. 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
  - Sub-consultant Agreement(s)
  - Original signed Authorization Forms for any Key Professional Personnel Assignment who are not already approved in this Agreement
  - Certifications of M/WBE Sub-consultants with date of expiration noted
  - Name and title for Authorized Signatures

#### H. INVOICING PROCEDURES

All invoices submitted for payment shall include the following items:

1. Documentation to support all invoices, where applicable, shall include the following:
  - a. Copies of all time sheets, certified payrolls and other records, which highlight total hours invoiced. The Consultant's personnel must maintain daily time records and must prepare time sheets which must be signed and verified by the Consultant's on-site supervisor and the City's designated representatives.
  - b. Copies of the City representative's authorization to provide overtime for the invoice period, as applicable.
  - c. Copies of approved Reimbursable Expense Authorizations for additional services relative to the invoice period, as applicable.
  - d. Copies of approved Task Authorizations with all relative backup including any schedules of value, cost estimates and/or subconsultant proposals.
  - e. Copies of receipts of all reimbursable charges and mileage logs detailing trips, along with signed authorizations.
  - f. Adequate documentation from subconsultants, such as a, b, c, d and e above.

- e. Other documentation as may be required by the City.
- 3. Signature from an officer of the Consultant's organization shall appear on all invoices certifying that the pay request has been examined and has been found to be correct.
- 4. The Consultant shall submit with each invoice, except the first invoice, signed Partial Releases from each sub-consultant detailing payments received by the sub-consultant for services performed under this contract.

END OF EXHIBIT"B"

**ATTACHMENT 2, PART 5  
MULTIPLIER FACTOR (MF)**

**City and County of Denver  
Denver International Airport**

MULTIPLIER FACTOR (MF)

The Consultants Billing Rate for all authorized positions will be established by multiplying the Base Raw Rate by the Multiplier Factor.

The Multiplier Factor shall include all Approved Overhead, as described in Exhibit A – Scope of Work.

Please indicate the Multiplier Factor to be used by the Proposer and all its subconsultants below.

		Name of Firm
Proposer	MF= <u>2.29</u>	<u>Kumar &amp; Associates, Inc. (Permanently Assigned to DIA Field Office)</u>
Subconsultant	MF= <u>2.50</u>	<u>R.J. Pagan and Associates, Inc. (Permanently Assigned to DIA Field Office)</u>
Subconsultant	MF= <u>2.29</u>	<u>Inspection Specialties, Inc.</u>
Subconsultant	MF= _____	<u>(Used on As Needed Basis Only - Home Office, No City Office Space)</u>
Subconsultant	MF= <u>2.85</u>	<u>Kumar &amp; Associates, Inc.</u>
Subconsultant	MF= _____	<u>(Consulting on As Needed Basis - Home Office, No City Office Space)</u>
Subconsultant	MF= _____	_____
Subconsultant	MF= _____	_____

**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: 201208265 COI Maintain & Operate Material Testing Laboratory**

## 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,**

**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, Design, Engineering and Construction Supervision**

**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. Coverage must extend, by endorsement or otherwise, to cover the full scope of any and all environmental work performed under the insured's contract with the City.
2. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with the City.
3. Coverage shall apply for three (3) years after project is complete.
4. Coverage is to be on a primary basis, if other professional coverage is carried.

**III. ADDITIONAL CONDITIONS**

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

- 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.