

DESIGN & ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between the **CITY AND COUNTY OF DENVER** (the "City"), a municipal corporation of the State of Colorado, and **CH2M Hill, Inc.** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Colorado.

RECITALS:

WHEREAS, the City issued a request for proposals to obtain professional architecture and engineering design services in support of the Gate Apron Rehabilitation and Drainage Improvements - 2017-2018 Design and CA Services (the "Project"); and

WHEREAS, the Project is to replace deteriorating pavement; mitigate drainage issues and ponding around Concourses; direct surface runoff away from building and to repair or replace utilities; jet bridges repair; and drainage improvements at many of the gates; and

WHEREAS, Consultant submitted a proposal and was selected to provide certain design services for the Project; and

WHEREAS, the Consultant represents that its team members include a duly licensed engineer/architect of the State of Colorado and that the Consultant has the present capacity and is experienced and qualified to perform professional architectural and engineering design services for the City in connection with the Project as specified in this Agreement; and

WHEREAS, Consultant is ready, willing and able to provide the services described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

SECTION 1 – ENGAGEMENT

1.01 **Engagement.** The City engages the Consultant with respect to the furnishing of professional design services for the Project as set forth in this Agreement. The Consultant accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.02 **Line of Authority for Contract Administration.** The City's Chief Executive Officer for Denver International Airport ("CEO") is the City's representative responsible for authorizing and approving the services performed under this Agreement. The CEO hereby designates the Senior Vice President of Airport Infrastructure Management ("SVP") as the CEO's authorized representatives for the purpose of designating a Project Manager ("PM"), for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the services performed by the Consultant under this Agreement. The PM shall be responsible for the day-to-day administration, coordination and approval of services performed by the Consultant, except for approvals which are specifically identified in this Agreement as requiring the CEO's approval. The CEO expressly reserves the right to designate another authorized representative to perform on the CEO's behalf by written notice to the Consultant.

1.03 **Independent Contractor.** The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor

any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

1.04 Scope of Consultant's Authority. The Consultant shall have no authority to act on behalf of the City other than as expressly provided in this Agreement. The Consultant is not authorized to act as a general agent for or to undertake, direct or modify any contracts on behalf of the City. The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

1.05 Drawings, Plans and Specifications. The Consultant understands and acknowledges that they are being paid to create and assist in the implementation of the drawings, plans, specifications, reports or any other such deliverables necessary to complete the Work (collectively hereinafter referred to as the "Design Deliverables").

1.06 Definitions. Unless specifically defined herein, all terms shall have the meaning given to them in the Department of Aviation, Department of Public Works, Standard Specifications for Construction, General Contract Conditions (the "Yellow Book"):

- (a) Design Deliverables means all drawings, plans, specifications, reports, BIM models and other such deliverables necessary to complete the Work.
- (b) Project Construction Cost shall mean the estimated cost to the City of actually constructing an issued construction Task Order, but such cost shall not include any Consultant's or special consultant's fees or reimbursements or the cost of equipment installed by the City under separate contract, unless the Consultant is required by the City to prepare Design Deliverables for such equipment.
- (c) Project Contractor shall mean the Construction Company hired by the City to complete the Project as designed and contained in the Design Deliverables.
- (d) Project means the work to be completed by the Consultant and outlined in any issued Task Order.
- (e) Statement of Probable Construction Cost means an amount which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the Project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
- (f) Work means the construction and services required by the construction Contract Documents and includes all labor, management, administration, supervision, materials, supplies, manufactured components, equipment and services provided or to be provided by the Project Contractor to fulfill the Project Contractor's obligations under its contract.

SECTION 2 – CONSULTANT’S SERVICES

2.01 General. The Consultant shall provide professional design services for the Project in accordance with the terms and conditions of this Agreement. It is understood and agreed by and between the City and the Consultant that, multiple Task Orders will be issued under this Agreement for each phase of the Project. These Task Orders will be included as part of the Contract Documents. The Consultant agrees to provide all design services necessary to complete each Task Order. The Consultant's basic services shall consist of all of those services described in this Agreement and in those generally represented in *Exhibit A* or other services requested by the City.

2.02 Professional Responsibility.

- (a) All of the services performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a nature similar to the services described in this Agreement (“Standard of Care”).
- (b) The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with the Standard of Care, and all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.
- (c) All professional services, the Design Deliverables and other work, or deliverables provided under this Agreement for the Project shall be adequate and sufficient for the proper construction of the Project and its intended purpose and shall conform to the Denver International Airport Design Standards Manual which is incorporated herein by reference.
- (d) The Design Deliverables and other products shall be prepared so the Project, when constructed in accordance with such Design Deliverables, is in compliance all applicable laws, statutes, codes, ordinances, and rules and regulations of the City, the State and the Federal government.
- (e) Any design changes required by changes in such applicable laws, statutes, codes, ordinances or rules and regulations of the City, the state or the federal government, which are enacted after the City’s approval of the Design Deliverables, defined herein, will be outside the scope of the Consultant’s basic services and basic fee, and will be compensated upon approval as an additional service, subject to the additional services budget for that project.
- (f) The Consultant shall prepare the Design Deliverables and any other requirements for the Project in a format that complies with all City requirements as well as all state and federal requirements for the Project. No funds will be paid to the Consultant for the preparation of contract documents in a form other than that considered usual and customary by the Department of Aviation. It shall be the responsibility of the Consultant to contact the reviewing agencies and determine the acceptable format for the final documents, including any state and federal requirements. No documents will

be considered final until approved by the City, even though any responsible federal and state agencies have approved such documents.

- (g) Design Deliverables shall be developed using Building Information Modeling (BIM) as more fully set forth in the Technical Specifications and the Design Standards Manual which is incorporated herein by reference. For each Task Order, the Consultant will develop a draft BIM Project Execution Plan (BPXP) with DEN and all consultants.
- (h) The City has entered into CM/GC contracts for the construction of the Project. City reserves the right to proceed with the construction of the Project using any other construction contracting method available to it. The Consultant agrees to organize its Design Deliverables for a CM/GC method of construction, or any other method of construction contracting selected by the City. Additionally, as directed by the City, the Consultant will be required to coordinate design documents with the CM/GC Contractor throughout the Design Phase.
- (i) The Design Deliverables and other products prepared by the Consultant under this Agreement, when submitted by the Consultant to the PM and the user agency for any identified phase of the Project, must represent a thorough study and competent solution for the project as per usual and customary professional standards and shall reflect all architectural and engineering disciplines applicable and necessary to that phase of the project.
- (j) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, other consultant or subconsultant not contracted to Consultant, or an employee of the City. However, the Consultant shall not be responsible for the errors, acts or omissions of any agent, other consultant or subconsultant not contracted to Consultant, or an employee of the City. Consultant shall have an affirmative obligation to promptly notify the City of any errors, acts or omissions of other agents, consultants or subconsultants not contracted to Consultant, or any employee of the City of which it becomes aware.
- (k) The Consultant shall provide all professional design services as required by the City in defending all claims against the City, which relate in any way to alleged default hereunder, errors or omissions of the Consultant or its subconsultants, without additional compensation.

2.03 Task Order Program and Budget.

- (a) The Consultant agrees to accomplish its services for any Task Order within the Not-to-Exceed amount as established by each budget set forth in Task Orders issued pursuant to this contract (“Task Order Budget”). Should the Consultant determine that the Task Order cannot be accomplished within the Task Order Budget, the Consultant shall immediately notify the City, in writing, so that the Task Order Budget can be reviewed and modified if necessary.
- (b) The initial Project Construction Cost for the Task Order to which the Consultant is assigned shall be provided to the Consultant at the time the

Consultant prepares its scope and fee for that project. Such cost shall be subject to increase or decrease at the sole option of the Manager.

- (c) If the City requires the Consultant to prepare a formal cost estimate for a particular Task Order, the Consultant agrees to design the Project within the Task Order's estimated Project Construction Cost. Should any pricing received from the Contractor during the design process exceed the formal cost estimate, the Consultant agrees to work with the Contractor to revise the design to match the price of the budget, at no additional cost to City and, in a manner acceptable to the City. Should any pricing received from the Contractor after the design process is completed exceed the formal cost estimate, the Consultant will not be required to redesign the Project without additional compensation.

2.04 Coordination and Cooperation.

- (a) The Consultant agrees to perform under this Agreement in such a manner and at such times that the City or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay.
- (b) Coordination with the City and other involved entities shall be a continuing work item through all phases of each assigned project. Such coordination shall consist of regular progress and review meetings with the City, work sessions with the City's Department of Aviation, other City agencies, and other airport entities or as otherwise directed by the City.
- (c) Coordination may also include field and office reviews of Design Deliverables as required during the development of the design for any specific project. The Consultant shall document all such conferences and distribute notes to the City.

2.05 Personnel Assignments.

- (a) The key professional personnel identified in *Exhibit C* will be assigned by the Consultant or its subconsultants to perform the services required under this Agreement, as appropriate and necessary.
- (b) The Consultant's services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have, as part of its regular staff, certain professional consultants, then such consulting services shall be performed, with City approval, by practicing professional subconsultants outside of the employ of the Consultant.
- (c) The Consultant agrees, at all times during the term of this Agreement, to maintain on its payroll or to have access to through outside subconsultants, professional design personnel and technicians in sufficient strength to meet the requirements of the City. Such personnel and technicians shall be of the classifications referenced in *Exhibit C*. The hourly rates specified therein include all costs except those specifically referenced as reimbursables in the appropriate hourly rate schedule.

- (d) Prior to designating an outside professional to perform subconsultants work, the Consultant shall submit the name of such subconsultant, together with a résumé of training and experience in work of like character and magnitude of the project being contemplated, to the City and receive prior approval in writing, unless such approval is otherwise excused by the City.
- (e) It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the Consultant's and any subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder, provided, however, that the foregoing shall be subject to the discretionary cessation or termination of employment of any such key professional personnel.
- (f) If the Consultant or a subconsultant decides to replace any of its key professional personnel, the Consultant shall notify the PM in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Consultant and approved in writing by the PM, which approval shall not be unreasonably withheld.
- (g) The PM shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen (15) business days after the PM receives the list of changes. If the PM or her designated representative does not respond within that time, the changes shall be deemed to be approved.
- (h) If, during the term of this Agreement, the PM determines that the performance of approved key personnel or a subconsultant is not acceptable, the PM shall notify the Consultant and give the Consultant the time which the PM considers reasonable to correct such performance. Thereafter, the City may require the Consultant to reassign or replace such key personnel. If the PM notifies the Consultant that certain of its key personnel or a subconsultant should be replaced, Consultant will use its best efforts to replace such key personnel or a subconsultant within ten (10) business days from the date of the PM's notice.
- (i) Neither the Consultant nor any subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on a project to which they may be assigned, and the Consultant shall make written inquiry of all of its subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular conflict.
- (j) Actions taken by the City under this Article shall not relieve the Consultant of its responsibility for contractual or professional deficiencies, errors or omissions.
- (k) If necessary, the Consultant shall submit to the PM a list of any additional key professional personnel who will perform work under any issued Task Order

within thirty (30) days after the Task Order has been issued, together with complete resumes and other information describing their ability to perform the tasks which may be assigned. Such additional personnel must be recommended by the Consultant and approved by the PM before they are assigned to a specific project.

2.06 Basic Services – General.

- (a) These services shall be diligently performed by the regular professional and technical staff of the Consultant. In the event the Consultant does not have as part of its regular staff certain professional Consultants, then such consulting services shall be performed, with City approval, by practicing professional Consultants outside of the employ of the Consultant.
- (b) The Consultant's basic services for the Project shall consist of the phases described below and shall include, but not be limited to, architectural, structural, mechanical, civil and electrical engineering services appropriate and necessary to each Project for each phase.
- (c) When directed by the PM to perform under this Agreement on a particular Task Order, the Consultant shall prepare a Task Order specific scope and fee in accordance with the provided scope or description of Work for that Task Order. A separate Task Order specific scope and fee shall be prepared for each Task Order for which the Consultant's services are required and should set forth, at a minimum all of the following:
 - (1) The maximum fee for the Consultant's basic services.
 - (2) The surveying and testing budget for the project if applicable.
 - (3) The additional services budget, if any, for the Project.
 - (4) The budget for reimbursable expenses if applicable.
 - (5) A description of the project and requested scope of work (the "Work").
 - (6) An agreed upon schedule for the Consultant's performance.
 - (7) A Not-to-Exceed price for all of the Consultant's Work.
 - (8) An Itemized Hourly Estimate per the Key Personnel and Rate Schedule in **Exhibit C**, unless waived by the PM.
- (d) Upon approval by the PM of a project scope and fee, the approval and appropriation of funding for such Task Order, and the issuance of a written Notice to Proceed, the Consultant shall proceed to perform required work required in the Task Order.

- (e) All professional subconsultants must be retained for the life of the Task Order to the extent practicable, except that acceptable replacements may be substituted with prior written approval from the City as set out in Section 2.05.
- (f) The Consultant shall obtain written authorization from the City before proceeding with each Task Order.
- (g) Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any Work which has not been authorized in writing through a validly executed Task Order.
- (h) The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence on the site of any agent, consultant, subconsultant, or employee of the City.

2.07 Basic Services - Phase Specific. In the interest of tracking progress towards completion of all work items necessary to complete the Project specified herein, the required Basic Services tasks which may be performed on each Project have been separated into phases. Each issued Task-Order should set forth all the specific requirements necessary to complete the specific Task Order.

(a) Programming and Investigation Phase:

- (1) The Consultant shall attend such meetings/conferences as may be required for a complete understanding of each Project, and the Consultant shall document all such conference notices and distribute minutes of such conferences to the City.
- (2) If construction, design or document standards have been adopted by the City, the State, or the Federal Government for the Project, the Consultant shall comply with all such standards when applicable.
- (3) The Consultant shall perform all additional research of investigation it deems necessary to a complete understanding of the Project.
- (4) The Consultant shall review the needs and requirements of the City and affected agencies to determine the specific requirements of the specific Project based on the information provided by the City.
- (5) The Consultant shall then review with the City the Project requirements to confirm its understanding of the Project program, budget and any applicable limitations.
- (6) Upon approval of such costs by the City, and subject to the surveying and testing budget for the specific Project, the Consultant shall obtain all plats, special studies and engineering data necessary to properly investigate and report on the Project.

- (7) The Consultant shall work with BIM Manager to ensure that its BIM Authoring software captures early costs, schedule, and program information as agreed to in the BPXP.
- (8) The Consultant shall then, through a written report and informal presentation, review with the City alternate methods or approaches to the design and construction of the Project and recommend those methods or approaches best suited to complete the Project in accordance within the budget of City.
- (9) The Consultant shall provide, as part of this phase, all services necessary to complete the relevant Work required for said phase.

(b) Schematic Design Phase:

- (1) The Consultant shall not begin work on the Schematic Design Phase of any project unless and until written notice to proceed with such phase is received from the PM.
- (2) During the Schematic Design Phase for each project, the Consultant shall, in response to the City's requirements, the budget restrictions of the project and the format of design and construction selected by City, prepare for the City's approval schematic design documents including, but not limited to, drawings and other documents demonstrating and illustrating the scope and scale of the project and the relationship of the project components. Such documents shall be in sufficient detail so as to allow the City to make knowledgeable and informed decisions as to the selection of alternates and resolution of other scope and budget questions.
- (3) The Consultant shall also provide a preliminary Statement of Probable Construction Cost of the project for the City, taking into account the City's Project budget prior to payment for this phase of the work.
- (4) The Consultant may use any method to begin the design process but shall be using a BIM authored model by completion of the Schematic Design Phase. DEN expects the Consultant to use analysis tools, static images, and interactive 3D to describe the design concepts.
- (5) The Consultant shall provide, as part of this phase, all services necessary to complete the relevant Work required for said phase of the Project.

(c) Design Development Phase:

- (1) Prior to beginning the Design Development Phase of each project, the Consultant shall obtain written approval of its final Schematic Design Documents and the Statement of Probable Cost.

- (2) The Consultant shall prepare Design Development Documents based upon the approved schematic design documents and any adjustments in the program and budget authorized by the PM.
- (3) The Design Development Documents shall include but not be limited to sufficient data, information and material to define the scope of the project and to demonstrate the general design of the project, including the size and character of the project as to architectural, structural, mechanical and electrical systems, materials, and any other project elements appropriate under each project scope and design.
- (4) As part of the Design Development Phase, the Consultant shall prepare Design Development drawings which should include but not be limited to:
 - a. Drawings which show existing topographic features and improvements affecting or relating to the proposed project. The Consultant shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are to be provided, the Consultant shall indicate direction of flow and point of discharge by appropriate symbol or notes.
 - b. Drawings setting forth the basic information necessary to establish space requirements and functional arrangement.
 - c. Drawings which demonstrate the functional layout of mechanical, electrical and electronic features, special equipment, plumbing, heating, and fuel systems where applicable.
 - d. Drawings demonstrating the location, dimension, sections, areas and capacities applicable to parking areas, access roads, driveways, walks, and similar features.
 - e. Drawings demonstrating the location and size of existing or proposed storm or sanitary sewers, water mains, gas main and electrical services as needed for the construction of the project, as well as elevations of gravity lines and location of proposed building connections with notations showing which of which of the necessary utility extensions or connections will be provided by others.
 - f. Drawings showing simplified schematic electrical diagrams for each electronic or instrumentation system for any required system functions.

- g. The Consultant shall continue to develop their BIM throughout this phase. All parametric links shall be maintained within the models to enable automatic generation of any Design Deliverables. All information shall be graphically or alphanumerically included in and derived from these models.
- (5) The Consultant shall also prepare preliminary specifications which shall include but not be limited to a proposed project time schedule.
 - (6) The Consultant shall then prepare a Statement of Probable Construction Cost which shall be calculated by the Consultant to a uniform and detailed level, based on the drawings and the preliminary specifications for this phase of the project, reflecting the probable project construction costs and taking into account the building trades and construction components utilized in the project design.
 - (7) The Consultant shall provide, as part of this phase, all services necessary to complete the relevant Work required for said phase of the Project.
 - (8) The Consultant shall also provide outline specifications that include the use of LEED standards and contractor requirements for recycling and construction waste management.
- (d) Construction Documents Phase:
- (1) Prior to beginning the Construction Documents Phase, the Consultant shall obtain acceptance in writing of the Design Development Documents and the accompanying Statement of Probable Construction Cost. Upon acceptance by the City, in writing, of the Statement of Probable Construction Cost. Acceptance of the Design Development Documents shall not be construed as approval of the adequacy of the Design Development Documents and shall not relieve the Consultant of any liability for any defaults, deficiencies, errors or omissions contained therein.
 - (2) The Consultant shall prepare the Construction Documents, in accordance with the construction method approved by the City, from the approved Design Development Documents and by incorporation of any further changes authorized by the City and agreed to by the Consultant. The Construction Documents shall set forth in detail the requirements for the completion of the entire project. At a minimum, these documents must include complete information necessary to bid the project, and shall contain complete bidding documents meeting all City and, as applicable, State and Federal requirements.
 - (3) The Construction Documents shall include, but not be limited to, complete drawings and specifications, compliant with the City's Construction

General Conditions, setting forth the requirements for the completion of the project in adequate, reasonable, reliable and final detail.

- (4) The Consultant shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City will lend any required assistance, such as signing application(s) and paying any permit or other fees.
- (5) Acceptance of the Construction Documents shall not relieve the Consultant of any responsibility for design deficiencies, omissions or errors.
- (6) All final Design Deliverables shall bear the signature(s) and seal(s) of Consultant and/or the responsible subconsultant, in conformity with the requirements of Articles 4 and 25 of title 12, C.R.S. It is intended by the parties that the Construction Documents, including all other Design Deliverables, will be signed and sealed, in whole or in part as appropriate, by the licensed professional engineer and/or architect in responsible charge of the preparation of such Design Deliverables or parts thereof. The Consultant shall be ultimately responsible for all design work provided under this Agreement.
- (7) The Consultant shall make available for review, by the City, all design data forming the basis for drawings and specifications.
- (8) The Consultant shall continue development of the BIM models created in the Design Development Phase. Revit and Civil 3D models shall be submitted at 30%, 60%, 90% and 100% Construction Documents. DEN will review models and families within 14 days and schedule meeting with the Consultant to discuss.
- (9) The Consultant shall provide a list of long lead items to the PM.
- (10) The Consultant shall provide the City with a Final Statement of Construction Cost based upon the submitted Design Documents for the City's consideration, such statement shall become the City's Final Budget for Project Construction.
- (11) The Consultant shall provide, as part of this phase, all services necessary to complete the relevant Work required for said phase of the Project.
- (12) If the Cost estimate indicates a budget shortfall, the Consultant shall assist the City by identifying items that could be bid as add alternates and identifying those items on the construction documents.

(e) Bidding Phase:

- (1) Prior to beginning the Bidding Phase of the Task Order, the Consultant shall obtain the City's acceptance, in writing, of the Construction Documents. Such acceptance shall not be construed as approval of the adequacy of the Construction Documents.
- (2) The time schedule for work under this phase shall be governed by the times shown in the printed project bid package(s), as modified by any addenda.
- (3) During this phase, the Consultant's duties shall include, but not be limited to:
 - a. Preparing and submitting the Design Deliverables for the written acceptance of City prior to the advertising by the City and solicitation of bids. Such acceptance shall not be construed as approval of the adequacy of the documents and shall not relieve the Consultant of the responsibility for design deficiencies, errors, or omissions;
 - b. Preparation and submittal to the City of a tentative pre-bid project schedule, in a form approved by the City, in sufficient detail to show the major completion milestones required by the City, and appropriate to the size, complexity and scope of the project;
 - c. Providing the City with bid documents in accordance with the format required by the City;
 - d. Assist the PM with answering questions by bidders and approving "equals" to specified materials. Lists of those materials approved as equals shall be prepared as an addendum item, with explanatory notes if necessary;
 - e. Assist the PM with the preparation of any necessary addenda;
 - f. Participating in the pre-bid conference with prospective bidders;
 - g. Reviewing all bids for the reasonableness of the bid price and the qualifications of the lowest responsive bidders; and
 - h. The Consultant shall provide, as part of this phase, all services necessary to complete the relevant Work required for said phase of the Project.

- (4) Value Engineering: When directed by the PM, the Consultant will lead the exercise to reduce costs by preparing a list of substitutions that can be accepted by the City.
 - (5) The Consultant shall update the BIM models with all addendum, accepted alternates and/or value enhancement proposals.
- (f) Construction Administration Phase:
- (1) The Construction Administration Phase shall commence with execution of the Construction Contract(s) or issuance of a construction task order pursuant to an existing Construction Contract, and the issuance of the Notice to Proceed to the Project Contractor(s), or the first of them, by the City.
 - (2) The time schedule for Consultant's Work under this phase shall be set and governed by the approved project schedule. However, the Consultant's schedule for this phase may be changed due to project change orders or due to time extensions to such schedule, and will in any event be extended until all project documents (original and record drawings, specifications, test reports, surveying notes, design calculations and other pertinent information) have been received by the City and the final payment for services is paid.
 - (3) The Consultant shall assist at a pre-construction conference with the Project Contractor and shall take and distribute to the City and the Project Contractor written minutes of the pre-construction conference and of all meetings conducted.
 - (4) The Consultant shall attend meetings when requested by the PM. The Consultant maybe be called upon to assist with procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the project in accordance with the contract requirements.
 - (5) When requested by the PM, the Consultant shall keep the City informed through a monthly written report of the progress and quality of work.
 - (6) If, in the Consultant's opinion, the Project Contractor has fallen behind schedule, the Consultant shall immediately notify the PM. If the Project Contractor refuses or fails to prosecute the work, or any part thereof, with such diligence as will insure its completion within the time specified in the construction project schedule, or any extension thereof, or fails to complete said work within such time, or refuses to correct defective work, the Consultant shall immediately notify the PM and recommend a course of action.

- (7) The Consultant will assist the PM with interpreting the requirements of the Design Deliverables, as contained in the Construction Documents. The Consultant will render written interpretations within ten (10) days of receipt of any written request or within an agreed upon time limit.
- (8) The Consultant shall notify the PM of unacceptable work which, in the Consultant's opinion, does not conform to the Contract Documents. The Consultant shall review and approve all shop drawings, samples and other required submissions of the Project Contractor in a timely manner. Such general submissions shall be approved for use on the project only if, and when, the Consultant has ascertained that they are in conformance with the design concept of the project and in compliance with contract documents. Submissions of Project Contractor(s) shall be acted on and returned to the Project Contractor within ten (10) business days of receipt thereof. If review and return are delayed beyond the time set out above, the Consultant shall notify Project Contractor and City of such delay, in writing, before expiration of the approval date, stating the reason for the delay. The Project Contractor shall submit to the PM and Consultant prior to the beginning of construction, a schedule of submittals. No shop drawing or submittal will be approved prior to the receipt of the submittal schedule.
- (9) The City will transmit a copy of all completed change orders to the Consultant for use in checking shop drawings and compiling record drawings for project construction.
- (10) When requested by the PM, the Consultant shall review and analyze any Change Orders, RFI's or any other contract revisions, including any documents offered to substantiate such requests. The Consultant shall submit written recommendations to the City concerning all requests for Change Orders.
- (11) The Consultant shall provide updated plan sheets for any Change Orders that have impact on the schedule or cost.
- (12) The Consultant shall continuously maintain and update the BIM Models with Change Orders. The BIM Model should reflect the conditions, as they will be built in the field. In accordance with the BPXP, the Consultant shall update the BIM Model and publish it in Revit and Civil3D formats.
- (13) The Consultant shall ensure that no changes are made in the work, by any party, without prior written consent of the City except as hereinafter provided. Only the City may authorize changes in the work.
- (14) The Consultant shall observe and systematically review the performance of the work or in such a manner and at such times as is necessary to

determine that the work has been or is being installed in conformance with the Contract Documents. If any work is not in conformance with the Contract Documents, the Consultant shall immediately make an oral report of such nonconformance to the PM, followed by a written report of such nonconformance to both the nonconforming Project Contractor and the City. The Consultant, however, does not assume and is not responsible for any of the Project Contractor's construction means, methods, techniques, or safety programs in constructing the project. The onsite visits by the Consultant shall be made by members of the appropriate engineering or architectural discipline according to the status of the work and may vary with the progress of work from daily to weekly. The frequency of on-site visits shall be that which the PM considers necessary to safeguard the interests of the City through a determination that the Work is being performed in compliance with the Contract Documents, and with applicable laws, statutes, codes, ordinances, rules and regulations and standards.

- (15) On each visit to the site, the Consultant shall make, and file within seven (7) days with the City, a written field observation report detailing their observations.
- (16) Should the Project Contractor or any subcontractor fail to comply with the Contract Documents, drawings, specifications, designs and plans prepared by the Consultant, the Consultant shall report such failure to the PM immediately. The Consultant shall notify the PM of specific critical observations it intends to carry out during the various phases of the project.
- (17) If the Consultant becomes aware of any condition or event constituting a material default by the Project Contractor or that otherwise justify termination of a Project Contractor for cause, the Consultant shall notify the City immediately.
- (18) Upon the completion of the entire work or a designated portion thereof, the Consultant shall, in consultation with the City, recommend issuance of a Certificate of Substantial Completion in accordance with the provisions of the construction contract and its General and/or Special Contract Conditions. The referenced document will be issued by the City.
- (19) The Consultant shall work with the City to close-out the Task Order, including assisting the City in ensuring the timely, efficient and proper completion of all punch list items by the Project Contractor in accordance with the provisions of the Contract Documents.
- (20) Prior to Final Inspection, the Consultant shall obtain the original "Marked-up As Built" drawings and a conformed copy of the Project Specifications from each Project Contractor. Based on these documents, the Consultant shall prepare, as necessary, and deliver to the PM Record Drawings and a

conformed copy of the Project Specifications showing all changes made during construction. Such Record Drawings shall reflect all known modifications to the original drawings and shall be made from the "Marked-up As Built" sets of drawings prepared by Project Contractor. The Record Drawings shall incorporate the Consultant's observations, shall be made in a professional manner and shall be stamped and signed by the Consultant as being Record Drawings. The Consultant shall also ensure that the BIM Model has been updated and is concurrent with all as-built documentation. The Consultant shall incorporate all changes from RFIs, Change Orders, Addenda and other contract changes which are reflected in the As-Built drawings.

- (21) The Consultant shall include all commissioning data, including but not limited to design intent, performance criteria and operations data. This commissioning data shall be recorded and/or linked to the REVIT or Civil3D model as commissioning occurs throughout the project. It shall be the Consultants responsibility to coordinate the information sources and integrate this information into the REVIT or Civil3D model for transfer at the completion of the project. The last five percent (5%) of the Consultant's basic services fee for each project will not be paid until such Record Drawings, commissioning data, BIM Model and all Record Documents are received.
- (22) When requested, the Consultant shall attend the Final Inspection with the City to ascertain that all work performed by the Project Contractor has been performed in accordance with the Contract Documents. At the time of such Final Inspection, a final punch list shall be agreed to by the Consultant and the City, and made in sufficient detail to fully outline to the Project Contractor: (1) any work to be completed; (2) any work not in compliance with the drawings or specifications; and (3) any unsatisfactory work.
- (23) Prior to final payment to the Project Contractor, the Consultant shall review final punch list work and shall prepare a written report outlining the deficient or outstanding work and making recommendations as to the ultimate disposition of such outstanding Work.
- (24) One month prior to the expiration of the warranty or other correction of work period provided for in the General and/or Special Contract Conditions to the Contract Documents, the Consultant shall inspect the project for any deficiencies that may have become apparent. Upon completion of such inspection, a written report of the inspection shall be furnished by the Consultant to the City.
- (25) The Consultant shall also include as part of this phase all services included in the applicable portions of the applicable approved project specific scope and fee.

2.08 Additional Services.

- (a) If the Consultant performs services in addition to its Basic Services, as a result of material changes in the Project or due to other circumstances beyond the Consultant's control, and if such services (1) are pre-approved in writing; (2) will not cause the total compensation payable to the Consultant to exceed the Maximum Contract Amount; and (3) are not occasioned by any neglect, breach or default of the Consultant, then the Consultant will be reimbursed its pre-approved cost for performance of such service(s).
- (b) Before providing any such services, the Consultant first shall file with the City, and secure the City's written approval of, a complete description of the proposed services including an estimate of the maximum cost of any and all such services, on the basis set out in *Exhibit C*, of rates per hour, per day, or other basis of cost. Such description shall also include a statement from the Consultant that the maximum cost of such services will not cause the total amount payable to the Consultant under this Agreement to exceed the Maximum Contract Amount. In no event shall any form of authorization or pre-approval of additional services be deemed valid or binding upon either the City or the Consultant if the maximum cost of such services would cause the aggregate amount payable under this Agreement to exceed the Maximum Contract Amount. Payment for additional services shall not, in any event, exceed the cost estimated by the Consultant and approved in writing by the City.
- (c) The cost of such additional service shall be deemed to be the lesser of the estimated maximum cost or:
 - 1. The actual time card cost of all design personnel including principal designer's time at the rates as set out in *Exhibit C*;
 - 2. The actual cost to the Consultant for other necessary outside services, such as structural, mechanical or electrical engineering performed by independent Consultants; and
 - 3. The Consultant's actual reproduction cost for drawings.
- (d) The Consultant shall maintain an accurate and acceptable cost accounting as to all such additional expenses and shall make available to the City all records, canceled checks and other disbursement media to substantiate any and all requests for payment for additional services.
- (e) Payment to the Consultant for such additional services shall not, in any event, exceed the maximum additional services amount set forth in Section 3.

2.09 Surveying and Testing.

- (a) The Consultant and its appropriate subconsultant shall review all survey and test results reports and shall follow the recommendation of the soils engineer or other subconsultant unless, in the exercise of appropriate professional

judgment, the Consultant or appropriate subconsultant discovers, or should in the exercise of professional judgment discover, factors indicating the report or results are not reliable.

- (b) If any such inadequacy or any inconsistency, based upon such exercise of professional judgment, is noted the Consultant and/or its appropriate subconsultant shall report such inconsistency or inadequacy promptly of the City and require such inadequacy or inconsistency to be addressed by the soils engineer, testing laboratory or land surveyor before any further use is put to the data.
- (c) The Consultant shall require all surveying, engineering and testing entities it selects to carry and maintain Comprehensive Auto Liability and Property Damage Insurance, General Commercial Liability and Property Damage Insurance and Professional Errors and Omissions coverage as required by the City's Office of Risk Management which will adequately protect the interests of the City and third parties from the acts and omissions of the testing entity.
- (d) The amount of surveying or testing, the cost, and the types of reports required must be approved by the PM prior to the Consultant actually ordering any such work to be accomplished. Such approvals by the City shall be for purposes of compensation only and shall not relieve the Consultant of any responsibility for determining the scope and amount of surveying and testing necessary for the design of the project.
- (e) It is understood and agreed that this Agreement does not include the investigation, sampling, testing, planning, abatement design, and remediation management of asbestos or other hazardous waste material. Should the presence of asbestos or other hazardous waste material be known to exist on a specific project or if the Consultant shall observe the presence of asbestos or hazardous waste material on any project site during its performance of services under this Agreement, the Consultant shall notify the City in writing immediately.
- (f) Payment to the Consultant for such surveying, testing, and abatement shall not exceed the surveying and testing budget set forth in the project specific scope and fee for each project.

2.10 Compliance with M/WBE Requirements.

- (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% in the attached *Exhibit E*. The project goal for M/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is 20%.

- (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 (720) 913-1999.

SECTION 3 – COMPENSATION, PAYMENT, AND FUNDING

The City shall compensate the Consultant for its service performed and expenses incurred under this Agreement as follows.

3.01 Maximum Contract Amount.

- (a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TEN MILLION DOLLARS (\$10,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in each Task Order. Any services performed beyond those set forth therein are performed at Consultant's risk and without authorization under the Agreement.
- (b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (c) All payments under this Agreement shall be paid from the City's Airport System Capital Improvement and Replacement Fund, Airport Operations and Maintenance Fund, or Airport Bond Revenue Funds. The City has no obligation to make payments from other sources 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 Agreement, nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability set forth above.
- (d) The City has disclosed to Consultant and Consultant acknowledges 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 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 funds which are at that date available for expenditure by the City under this Agreement. 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. Consultant is not obligated to provide services under this Agreement when there are insufficient funds available to pay for such services. In such event, Consultant shall immediately notify the PM, in writing, of the amount of funds available for expenditure, the amount needed to pay for pending services, and the date when Consultant will cease to perform services due to the unavailability of funds hereunder. However, nothing in this paragraph shall be construed to allow Consultant to stop work when the amount of funds available for expenditure hereunder is equal to or greater than Consultant's project billings for services to

be performed and expenditures to be incurred in the next 15 days. If Consultant has ceased work under this paragraph, the SVP will notify Consultant in writing when sufficient funds to pay for future services have been appropriated, encumbered and made available for expenditure under this Agreement and Consultant will resume providing such services within five (5) business days thereafter.

3.02 Fee for basic services.

- (a) The City hereby agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered under this Agreement, an amount based on the billing rates and project budget stated in **Exhibit C** and each Task Order. The amounts budgeted for each Task Order may be increased or decreased, and the amounts allocated for services and expenses adjusted, upon written approval of the CEO or her designee, and subject to the Maximum Contract Amount stated in this Section 3.
- (b) In 2017 and 2018, the Consultant may be allowed up to a 3.5% escalation for the hourly rates set forth on **Exhibit C**, subject to the written approval of the City. No rate increases may cause the Agreement to exceed the Maximum Contract Amount.

3.03 Not to Exceed Task Orders. Task orders are issued for projects with a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The PM will determine when the Task Order deliverables have been met. The ultimate value of the Task Order may or may not be the Not-to-Exceed amount. See **Exhibit B**, for further explanation of the Not-to-Exceed Task Order amount.

3.04 Reimbursable Expenses. Except for those reimbursable expenses specifically identified in **Exhibit B** or approved in writing by the City as reasonably related to or necessary for the Consultant's services, all other expenses shall be included in the Consultant's fee and will not be reimbursed hereunder. Unless this Agreement is amended in writing according to its terms to increase the Maximum Contract Amount, any increase in the maximum amount of reimbursable expenses will reduce the Consultant's maximum fee amount accordingly.

3.05 Additional Services. If pre-approved additional services are performed by the Consultant, the City agrees to pay the Consultant for such additional services in accordance with Section 2.08.

3.06 Invoicing and Payment. The City will make monthly progress payments for all services performed under this Agreement based upon the Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by the Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Consultant's progress, attached as **Exhibit B**. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Final Payment to the Consultant shall not be made until after the Project is accepted, and all certificates of completion,

record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by the Consultant. The City shall deduct and retain a total of five percent (5%) from approved monthly billings and the entirety of the final payment until all such requirements are performed to the satisfaction of the PM. However, no deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractor(s).

SECTION 4 – TERM AND TERMINATION

4.01 Term. The term of this Agreement shall commence February 1, 2016 and expire, unless sooner terminated, upon final completion of the Project. Consultant shall complete all services under this Agreement no later than December 31, 2018. If, at the end of the Term, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Consultant to complete the Work in accordance with the terms and conditions of the Task Order and this Agreement.

4.02 Termination.

- (a) Nothing herein shall be construed as giving the Consultant the right to perform the services contemplated under this Agreement beyond the time when its services become unsatisfactory to the CEO.
- (b) The CEO may terminate this Agreement for cause at any time if the Consultant's services become unsatisfactory, in the sole discretion of the CEO, but only after prior written notice explaining the basis or reason for the City's dissatisfaction and failure of the Consultant to remedy the situation to the City's reasonable satisfaction within fifteen (15) days thereafter.
- (c) In the event of a termination for cause, or in the event the Consultant becomes unable to serve under this Agreement, the City may take over work to be done under this Agreement and prosecute the work to the completion by contract or otherwise, and the Consultant shall be liable to City for all reasonable cost in excess of what the City would have paid the Consultant had there been no termination for cause.
- (d) The City may, for convenience, cancel and terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Consultant, which notice shall state the date of cancellation and termination.
- (e) If the Consultant's services are terminated, postponed or revised, or if the Consultant shall be discharged before all the work and services contemplated have been completed, or if the project is, for any reason, stopped or discontinued, the Consultant shall be paid only for the portion of work or services which has been satisfactorily completed and reimbursable expenses incurred prior to the time of such dismissal, termination, cancellation, postponement, revision or stoppage.

- (f) All drawings, specifications, and other documents relating to the design or administration of work completed or partially completed shall be delivered by the Consultant to the City in the event of any dismissal, termination, cancellation, postponement, revision or stoppage.
- (g) In the event of any dismissal, termination, cancellation, postponement, revision or stoppage, the Consultant shall cooperate in all respects with the City. Such cooperation shall include, but not be limited to, delivery of drawings, specifications, and other documents referred to herein, and assisting the City during a transition to another Consultant, if applicable.

SECTION 5 – GENERAL PROVISIONS

5.01 City’s Responsibilities.

- (a) The City shall provide available information regarding its requirements for each project, including related budgetary information, and shall cooperate fully with the Consultant at all times. However, the City does not guarantee the accuracy of any such information and assumes no liability therefore. The Consultant shall notify City in writing of any information or requirements provided by the City which the Consultant believes to be inaccurate or inappropriate to the design or construction of the project.
- (b) If the City observes or otherwise becomes aware of any fault or defect in the project or non-conformance with Contract Documents, it shall give prompt notice thereof to Consultant.

5.02 Ownership of Documents.

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Design documents, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Consultant shall identify and disclose, as requested, all such Documents to the City.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Consultant hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

- (c) The Consultant shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City's name, all rights to such Documents.
- (d) The Consultant agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Consultant shall be permitted to retain reproducible copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all CAD files, in a format acceptable to the City, shall be delivered to the City promptly upon completion thereof, or if authorized by the PM, upon termination or expiration of this Agreement.

5.03 Taxes and Licenses. The Consultant shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Consultant shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Consultant shall promptly pay all owed bills, debts and obligations it incurs performing services under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

5.04 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 CEO 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.

5.05 Assignment and Subcontracting. The City is not obligated or liable under this Agreement to any party other than the Consultant named herein. The Consultant understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting. Any attempt by the Consultant to assign or subcontract its rights hereunder without such prior written consent of the City shall, at the option of the City, 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 City. In the event any such subcontracting shall occur, with the City's approval, such action shall not be construed to create any contractual relationship between the City and such subcontractor, and the Consultant named herein shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

5.06 No Discrimination in Employment. In connection with the performance of services under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation 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. The Consultant agrees to insert the foregoing provision in all subcontracts hereunder.

5.07 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.

5.08 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 insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- (f) 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.
- (g) If the City elects to purchase an owner's professional protective insurance policy, the insurance will include a self-insured retention for which the Consultant will be responsible. The City will endeavor to obtain a policy that has a self-insured retention for what is reasonably available in the market place.

5.09 Indemnification.

- (a) To the fullest extent permitted by law, the Consultant 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 attributable 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 obligation to defend and indemnify may be determined after Consultant’s liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant’s duty to defend and indemnify City shall relate back to 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.

5.10 Colorado Governmental Immunity Act. The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

5.11 Contract Documents; Order of Precedence. This Agreement consists of Sections 1 through 5, which precede the signature page, and the following attachment, which is incorporated herein and made a part hereof by reference:

Appendix No. 1	Standard Federal Assurances
Exhibit A	Scope of Work
Exhibit B	Scheduling, Progress Reporting, Invoicing and Correspondence Control
Exhibit C	Key Personnel and Hourly Rates of Pay
Exhibit D	Insurance Requirements
Exhibit E	MBE/WBE Approved Letters of Intent

In the event of an irreconcilable conflict between a provision of Sections 1 through 5 and 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 provision shall control to resolve such conflict, is as follows, in descending order:

- Appendix No. 1
- Sections 1 through 5
- Exhibit A

Exhibit B
Exhibit C
Exhibit D
Exhibit E

5.12 When Rights and Remedies Not Waived. In no event shall any payment by the City constitute a waiver of any breach of covenant or default which may then exist on the part of the Consultant. No assent, expressed or implied, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

5.13 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

5.14 Conflict of Interest.

- (a) The parties agree that no employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Consultant further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12.
- (b) The Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. 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 interests 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 in the event such a conflict exists after it has given the Consultant written notice which describes the conflict. The Consultant shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

5.15 No Third Party Beneficiaries. 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 claim or right of action by any other or third person under this Agreement. It is the express intention of the parties 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.

5.16 Time is of the Essence. The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Consultant, time is of the essence.

5.17 Taxes, Charges and Penalties. The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature except as provided in the City's Prompt Payment Ordinance.

5.18 Proprietary or Confidential Information.

- (a) City Information: The Consultant acknowledges and accepts that, in performance of its services under the terms of this Agreement, the Consultant may have access to Proprietary Data or confidential information which may be owned or controlled by the City and that the disclosure of such data or information may be damaging to the City or third parties. As such, the Consultant agrees that all information provided or otherwise disclosed by the City to the Consultant be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean geographic materials or Geographic Information Systems ("GIS") data owned by the City and County of Denver including but not limited to maps, computer programs, aerial photography, methodologies, software, diagnostics and documents; or any other materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.
- (b) Consultant's Information: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

5.19 Use, Possession or Sale of Alcohol or Drugs. The Consultant, its officers, agents, and employees 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.

5.20 No Employment of Illegal Aliens to Perform Work Under the 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.

5.21 Disputes. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17 *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the CEO.

5.22 Waiver of C.R.S. 13-20-802, et seq. The Consultant specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 *et seq.*) relating to design defects in the Project under this Agreement.

5.23 Survival of Certain Contract Provisions. The parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement, (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Consultant's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

5.24 Advertising and Public Disclosure. The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the CEO, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the CEO, City Council or the Auditor.

5.25 Legal Authority. Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Consultant or the person signing the Agreement to enter into this Agreement.

5.26 Notices. Notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent in the United States mail, postage prepaid, to the Parties at the following addresses:

to the City: Chief Executive Officer
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

to the Consultant: CH2M Hill, Inc.
9191 S. Jamaica St.
Englewood, CO 80112

The addresses may be changed by the Parties by written notice.

5.27 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

5.28 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 shall have any force or effect, 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 executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5.29 Counterparts of this Agreement. This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5.30 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.

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Contract Control Number: PLANE-201522926-00

Contractor Name: CH2M HILL INC

By: Christine M Bisio

Name: Christine M. Bisio
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



Appendix No. 1

Standard Federal Assurances and Nondiscrimination

APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, 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 will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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 will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, 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 or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will 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 this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of

paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take 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, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term "sponsor" will mean City.

- A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

VII. EXHIBIT A, SCOPE OF WORK

Exhibit A Scope of Work

These pages are not included in the page numbering of this contract document

EXHIBIT A - SCOPE OF WORK

This entire Exhibit A is a sample scope of services for Design and CA Services for the 2016 – 2018 project. This sample scope is representative of the nature of work for 2016 – 2018 and will be used as a guide for preparing Task Order scope of services under this contract. In addition to the attached scope, there may be other scopes, including but not limited to field investigative services consisting of geotechnical studies, survey, and visual inspections, or any other Design and CA Services as required to perform the required work.

1. Introduction

1.1. General Overview

1.1.1. Denver International Airport (DEN) concourses are in need of pavement replacement and drainage improvements at and around the gates. The purpose of this project is to replace deteriorating pavement; mitigate drainage issues and ponding around Concourses; direct surface runoff away from building and to repair or replace utilities; jet bridges repair; and drainage improvements at many of the gates. In addition to providing new apron pavement, there will also be utility and infrastructure work which may include but is not limited too the following; installation of a new drainage system, utility vault adjustments, demolition of baggage tunnels and dog houses, removal of deicing tanks, replacement of sand-oil interceptors, and replacement of grease traps.

1.1.2. Coordination with airlines, concessionaires, airport operations, ground transportation and any other stakeholders will be critical to the success of this project.

1.1. Project Scope

1.1.1.A sample scope of services for Design and CA Services is attached in this exhibit (Attachment 1 and Attachment 2) for the 2016 Scope of Services. This scope is representative of the nature of work for 2017 and 2018. In addition to the attached scope, there may be other scopes including but not limited to field investigative services consisting of geotechnical studies, survey, visual inspections, or any other Design and CA Services as required to perform the required work.

1.3. Forms and Procedures

1.1.1. The City has developed or may develop procedures and forms for the administration and tracking of the Contract. The Designer agrees to abide by those procedures and use those forms.

2. Contract Documents

2.1. In addition to the listed documents, the Designer shall be required to include as part of the Work additional applicable reference documents. These documents may include, but are not limited to the following:

2.1.1. Applicable FAA Advisory Circulars

2.1.2. Airport Security Plan

2.1.3. Applicable Codes and Regulations

2.1.4. Airport Rules and Regulations

- 2.1.5. Contractor Protection of Sensitive Security Information (SSI)
- 2.1.6. Denver International Airport Design Standards Manual (DSM)
- 2.1.7. Denver General Conditions also known as the Yellow Book.
- 2.1.8. The Airport Infrastructure Management Project Management Guidelines found at:
<http://business.flydenver.com/bizops/documents/diaProjMgtGuidelines.pdf>

SAMPLE

**GATE APRON REHABILITATION AND DRAINAGE IMPROVEMENT
PROGRAM – PACKAGE 2A/2B**

Attachment 1

Design Services - Scope of Work

INTRODUCTION

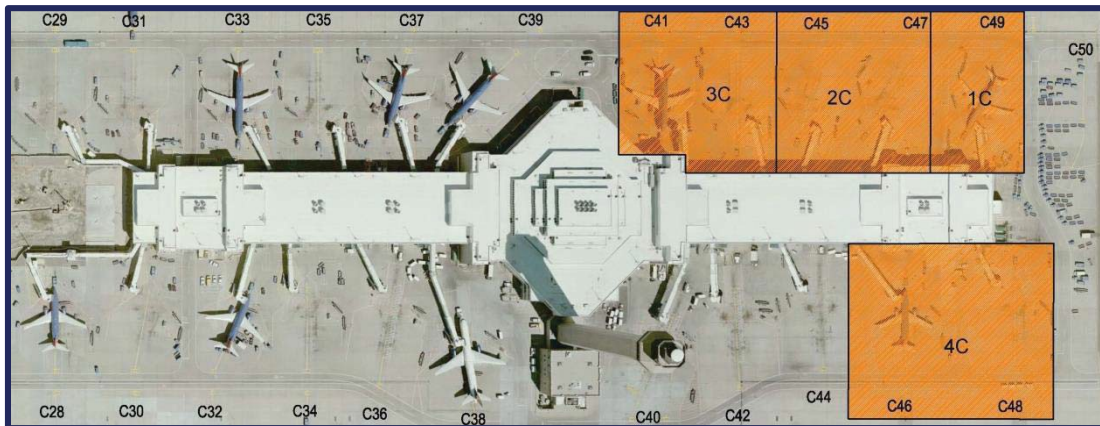
The Gate Apron Rehabilitation and Drainage Improvements Program has been identified to correct serviceability problems on the apron areas of Concourse B and Concourse C. This project is part of a 3-year Construction Management/General Contractor (CM/GC) project. This project is divided into two parts for work on Concourse B and work on Concourse C. The Concourse B project is designated as Package 2A and includes rehabilitation of 8 gates along Concourse B including B46 through B60 identified as Phase 3B, 4B, 5B, and 6B. Package 2B includes rehabilitation of 7 gates along Concourse C. This work includes C41 through C49 identified as Phase 1C, 2C, and 3C on the northeast quadrant of Concourse C and Gates C46 and C48 identified as Phase 4C located on the southeast quadrant of Concourse C. Additionally, Gate C44 and the area on the East end of Concourse C, have been included in this scope as add alternates and should be priced as alternates in the proposed fee.

Note that the field services related to this work including site survey, visual inspections, and geotechnical investigations were completed under a separate task and all reports and findings will be made available to the design team.

FIGURE 1. PACKAGE 2A PROJECT LIMITS



FIGURE 2. PACKAGE 2B PROJECT LIMITS



The purpose of this project is to complete final design services for Package 2A and 2B as illustrated in Figures 1 and 2.

The design team will develop final design documents including plans, details, technical specifications, and permitting documents required to construct Package 2A and Package 2B. It is anticipated that designs for Package 2A will closely resemble the design solutions developed for Package 1 (drawings and specification included in the contract documents), including construction of a new pavement section incorporating drainage layers and an underdrain system into the pavement structure. It is further anticipated that the project designs and specifications may be modified based on lessons learned from construction of Package 1 in the summer of 2015. Services to refine the project designs based on lessons learned are not well understood at this time and are therefore excluded from this scope of work.

In order to allow time for the CM/GC to price the GMP packages for 2016 construction and start construction March 1, 2016, 100% construction documents must be complete by December 4, 2015. Permitting will be allowed to continue beyond this date but must be complete by 2/15/16.

PROJECT BACKGROUND

Preliminary design on the southeast quadrant of Concourse B commenced in July 2013 to evaluate the apron distresses, grades, subbase conditions, structural loads, and existing conditions. The findings from this analysis show that inconsistent construction of the lime treated subbase layer and varying compaction of the subgrade provide uneven support in the pavement structure and have influenced distresses and settlement around the concourse basement. Furthermore, it was confirmed by the geotechnical investigation that this portion of the apron is constructed over highly expansive claystone bedrock which contributes to the upward motion of the apron 30 feet south of the inner vehicle service road (VSR) and over the jet fuel distribution line.

The conclusion of the preliminary design analysis determined that the Portland cement concrete (PCC) pavement and supporting subbase layers should be completely removed and reconstructed to build a more stable subbase to mitigate the effects of expansive bedrock materials. Given the widespread

problem of distresses such as longitudinal cracking, faulting, and ponding, it was determined that an incremental solution would not be feasible and a complete removal from the basement face to the outer VSR would be required to improve apron grades and drainage.

DESCRIPTION OF PROJECT

The design team will develop a set of final design plans, details, specifications, general requirements, and permit documents for Package 2A and Package 2B construction in 2016. The term project when used in this scope of work means all work associated with Package 2A in phase 4B, 5B, and 6B and Package 2B in phase 1C, 2C, 3C, 4C, and E..

The design phase will incorporate contractor feedback according to the CM/GC delivery method. Using this approach the Owner will procure a contractor to perform construction management services during the design phase. The Designer will produce design documents on a milestone interval of 30%/60%/90%/100% with review, feedback, and input from DIA; key stakeholders such as tenants and concessionaires; and the Contractor. The design team will be responsible to develop construction cost estimates as the design develops. The rough order of magnitude (ROM) construction cost for 2A and 2B combined are \$26M.

The final design plans will illustrate the full scope of the project to show the final constructed condition. The plans will include an estimate of quantities, access plans, phasing plans, general information such as survey and geotechnical data, demolition, geometry, grading, pavement layout, cross sections, utilities, paint layout, and details required to construct the project. The final design plans will form the basis of a construction set, along with the specifications; and the contract documents provided by DIA for the construction project.

Major work elements will include:

- Development of Final Design documents including construction plans, details, specifications, general requirements, and permit documents including the Sewer Use and Development Permit (SUDP) and the Stormwater Management Plan (SWMP) for construction site activities discharge.
- Coordination meetings with project stakeholders including airline tenants, airfield operations, planning, security, ground transportation, Denver Fire Department (DFD), Denver Water Department (DWD), Xcel Energy, ASIG, the City Tower, apron maintenance, and the paint shop.
- Development of construction estimates at key milestones.
- Constructability reviews with DIA and the CM/GC.

SCOPE OF WORK

The following work elements are included in this scope:

1. Project Management: The purpose of this task is to provide management oversight for the duration of the project including

- Execution and scheduling
- Tracking and reporting progress
- Coordination with Subconsultants and Discipline leads
- Project Coordination with DIA
- Project Coordination with design team
- Project Closeout

1.1. Develop and Maintain the Project Schedule: The project manager will prepare a critical path work schedule in Gantt chart format. This schedule will be updated as needed for project schedule changes and at each milestone.

1.2. Develop and Maintain a Construction Cost Estimate: The design team will prepare a construction cost estimate. This estimate will be updated as needed for project scope changes and at each milestone.

1.3. Coordination with Subconsultants and Discipline Leads: The project manager will work with subconsultants to develop the scope of services, contracts, coordination of work items, payment for services, and change orders as required.

1.4. Progress Reports and Invoicing: The project manager will prepare progress payments and invoices based on the actual number of man-hours utilized to perform a task. Progress payments will be submitted monthly and based on the actual number of direct labor hours expended.

1.5. Project Coordination: The project manager will work with DIA, stakeholders, and the design team to develop and deliverables for coordination meetings and milestones as indicated by this scope of work.

1.6. Project Closeout: The project manager will organize files and deliverables according to DIA standards for project closeout. Deliverables will include electronic copies of all project files and the project closeout checklist.

2. Meetings: The Designer's staff will attend progress meetings and stakeholder meetings at DIA required to coordinate and complete the project.

2.1. Progress Meetings: The Designer will attend progress meetings with DIA to occur every week during the design phase. All meetings will be held at DIA and attended by the PM and other personnel as required. The Designer will help DIA develop the agenda and relevant exhibits for discussion at the meetings. DIA will prepare and distribute the meeting minutes. A total of 35 progress meetings are included in this item.

2.2. Stakeholder Meetings: The Designer will attend 16 additional stakeholder meetings to discuss the project scope and constructability requirements. The team will prepare exhibits and discussion topics for participation in these meetings. Coordination meetings will be held with project stakeholders including airline tenants, airfield operations, planning, security, ground transportation, Denver Fire Department (DFD), Denver Water Department (DWD), ASIG, the City Tower, apron maintenance, and the paint shop.

2.3. Package 2A 90% Page Turn Review Meetings: The Designer will conduct page turn review meetings at DIA to solicit feedback from the project stakeholders. DIA will schedule meetings and the design team will attend each 2 hour session. Stakeholder meetings will include engineering, planning, safety, operations, airlines, Denver Fire Department, mechanical, and jet fueling. A total of 7 additional meetings are included in this item.

2.4. Package 2B 90% Page Turn Review Meetings: The Designer will conduct page turn review meetings at DIA to solicit feedback from the project stakeholders. DIA will schedule meetings and the design team will attend each 2 hour session. Stakeholder meetings will include engineering, planning, safety, operations, airlines, Denver Fire Department, mechanical, and jet fueling. A total of 7 additional meetings are included in this item.

3. CM/GC Design Development: The design team will support DIA during the preconstruction phase of this project. Additional effort will include meeting with the contractor, evaluation of value engineering alternatives presented by the contractor, risk assessment meetings, and cost review meetings.

3.1. Package 2A CM/GC Meetings and Alternatives: It is anticipated that the Contractor may make value added comments and suggest alternative construction methods or details. Work in this item may result from comments received during the 30% design phase and direction provided from DIA. For the purpose of this scope it is anticipated that 2 alternative scenarios composed of two concepts may be evaluated during the 30% design phase. The selected alternatives may result in criteria and design development delivered at the 60% submittal.

The design team will participate in a risk assessment meeting and a separate cost review meeting during the 60% design phase. These meetings will be conducted by DIA and will include the Contractor. The design team will work to develop designs to mitigate risk items identified as a result of these meetings.

The design team will participate with DIA and the contractor in a four hour value engineering working session to identify value added alternatives during the 60% design phase. For the purpose of this scope it is anticipated that 2 alternative scenarios composed of two concepts may be evaluated during this phase. The selected alternatives may result in changes to 30 plan sheets. The design team will work with the contractor to prepare a value engineering report summarizing the alternatives discussed in the meeting and the costs and schedule impacts of each alternative.

The design team will participate in a second risk assessment meeting and a separate cost review meeting during the 90% design phase. These meetings will be conducted by DIA and will include the Contractor.

3.2. Package 2B CM/GC Meetings and Alternatives: It is anticipated that the Contractor may make value added comments and suggest alternative construction methods or details. Work in this item may result from comments received during the 30% design phase provided direction from DIA. For the purpose of this scope it is anticipated that 2 alternative scenarios composed of two concepts may be evaluated during the 30% design phase. The selected alternatives may result in criteria and design development delivered at the 60% submittal.

The design team will participate in a risk assessment meeting and a separate cost review meeting during the 60% design phase. These meetings will be conducted by DIA and will include the Contractor. The design team will work to develop designs to mitigate risk items identified as a result of these meetings.

The design team will participate with DIA and the contractor in a four hour value engineering working session to identify value added alternatives during the 60% design phase. For the purpose of this scope it is anticipated that 2 alternative scenarios composed of two concepts may be evaluated during this phase. The selected alternatives may result in changes to 30 plan sheets. The design team will work with the contractor to prepare a value engineering report summarizing the alternatives discussed in the meeting and the costs and schedule impacts of each alternative.

The design team will participate in a second risk assessment meeting and a separate cost review meeting during the 90% design phase. These meetings will be conducted by DIA and will include the Contractor.

- 4. BIM Model:** The design team will develop this project according to DIA design standards manual, (DSM) volume 12 using AutoCAD Civil 3D, version 2015. This project will be provided according the BIM layer and attribute standards outlined in volume 12 of the DSM. This effort will include development of an existing conditions BIM model and an updated model during each milestone submittal.

4.1. Prepare Survey BIM Model: The ground survey and subsurface utility locations completed as part of the scope of services for Package 1 will be updated according to DIA BIM standards and volume 12 of the design standards manual. A Civil 3D model including creation of pipe networks and attaching attribute blocks will be created and delivered electronically to DIA as the existing conditions model.

Work effort will be:

- Kick-off meeting with the BIM staff
- Processing of survey data to create of pipe networks

- Attaching attribute blocks according to DIA standards and FAA AC 150/5300-18B standards.
- Provide AutoCAD Civil 3D model to the BIM Manager and incorporate review comments.

4.2. Prepare Package 2A BIM Model: The design team will prepare the BIM model to incorporate survey and existing information into the design files. The BIM model will be prepared to include 3D pipe networks and attributes for new work elements. Effort included in this task includes creation of a single model file, linking of pipe networks, and attachment of attribute blocks according to DIA standards. This effort will be provided at each design milestone and includes one additional meeting with BIM staff to review the model. Attribute naming convention for new infrastructure will be coordinated with DIA and may be incorporated into progressive submittals.

4.3. Prepare Package 2B BIM Model: The design team will prepare the BIM model to incorporate survey and existing information into the design files. The BIM model will be prepared to include 3D pipe networks and attributes for new work elements. Effort included in this task includes creation of a single model file, linking of pipe networks, and attachment of attribute blocks according to DIA standards. This effort will be provided at each design milestone and includes one additional meeting with BIM staff to review the model. Attribute naming convention for new infrastructure will be coordinated with DIA and may be incorporated into progressive submittals.

5. Package 2A 30% Design Phase

5.1. Develop 30% Design Plans: Plan drawings will be developed in sufficient detail to establish the existing data and identify design criteria. The plans will define the location, character, scope and size of the project. Designs will be provided to identify potential problem areas associated with completing Package 2 and to identify alternatives and solutions to the problems. These drawings will provide overall dimensions, existing grades, and existing elevations of the immediate and adjacent site elements at a plan scale of 1"=20'. This level of plans will not include final design elevations, finish grades, or any final details and annotation. The drawings will include conceptual level (30%) pavement sections and details. The drawings will conform to the DIA Design Standards. This work will also be coordinated with the Denver Water Department. Elements such as construction access and erosion control will not be included in this submittal. It is estimated that the plan set will consist of 73 sheets.

- 1 Cover Sheet (50%)
- 4 Sheet List, Legend, Notes, Quantities Sheets (30%)
- 1 Site Access Plan (60%)
- 3 Boring Log Plans (60%)
- 1 Survey Control Plan (60%)

- 5 Conceptual Phasing Plans (30%)
- 2 Erosion Control Plans and Details (20%)
- 2 Demolition Plans (30%)
- 2 Geometry Plans (60%)
- 3 Lizard Tongue Demolition Details (60%)
- 2 Grading Plans (20%)
- 3 Subgrade Grading Plans (20%)
- 8 Paving and Pavement detail sheets (30%)
- 3 Cross-Sections Sheets (20%)
- 2 Utility Layout Plans (30%)
- 1 Storm Profile Sheets (20%)
- 1 Utility Summary Table Sheet (20%)
- 10 Utility Detail Sheets (60%)
- 5 Striping Plans and details (30%)
- 2 Electrical Grounding Plans (30%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (30%)
- 2 Deicing Supply Removal Plans and Details (20%)
- 8 Jet Fuel Distribution Plans and Details (30%)

5.2. Conceptual Phasing: Conceptual phasing plans will be developed to illustrate the construction area and surrounding site conditions. Concurrent project schedules and temporary paint layouts may be evaluated with this plan. Conceptual phasing plans will be developed for stakeholder meetings discussed as needed.

5.3. Demolition Plans: Establish limits for the demolition including removal of existing airfield pavements, and relocation of gate systems to incorporate ongoing work under separate contracts within the gate areas including the PC Air Units and Passenger Loading Bridge (PLB) replacement projects. It is assumed that complete demolition of the existing lizard tongue tunnels will be included in this effort. Partial demolition of the lizard tongue tunnels is also included in this effort as identified by the project requirements. This work does not include partial demolition of the tunnel

for relocation of utility systems. Demolition of the existing deicing supply system is also included in this effort.

5.4. Grading and Drainage: Grading and drainage designs for the 30% submittal will consist only of inventory of the existing drainage elements on the site, and a general comparison to design documents created for the Package 1 design. The purpose will be to understand any unique conditions that require detailed drainage design, and to identify the level of detail needed for the subsequent 60% design phase.

5.5. Utilities: It is assumed that relocation of existing utilities is not required except for vertical adjustments of manholes or vault rim elevations. This project will involve tying into existing utilities and setting DIW carrier pipe inverts and underdrain inverts to avoid utility conflicts. These utilities include the clean storm sewer system (SDG), the jet fuel distribution system (JFD), the potable water system (PFW), the sanitary sewer system (SAG), and electrical system. Inspection of record drawings will be used to determine inverts of pressure systems like JFD and PFW. Survey data will be used to determine inverts of gravity systems including the DIW, SAG, and SDG systems. The design team understands that additional demolition and rehabilitation may be identified by the maintenance personnel during progress meetings. Incorporation of additional utility demolition and rehabilitation is included in this effort. Examples of this work include building services such as roof drains and sanitary sewer lines, SAG manhole rehabilitation and replacement of grease traps and sand oil interceptors. Work effort will be: record drawing review, horizontal layout of drainage systems, assembling details and plans for vertical adjustments to utilities

5.6. Pavement Design: This task will include design and details for paving. The paving section utilized for this project will include a drainable base layer to pull water away from the building to the trench drain in the outer VSR. Geometry and pavement for the project as designed in accordance with FAA Advisory Circular 150/5320-6 will be utilized. This effort will include evaluation and incorporation of a 20-foot jointing pattern according to current FAA guidelines. It will also evaluate and incorporate the use of a thinner, more economical, pavement section for non-aircraft areas. It is assumed that the aircraft pavement section developed as part of Package 1 alternative evaluation will be used for this project. This task will also include a review and design for the subgrade section within the Lizard Tongue foundations. A proposed pavement section will be incorporated as previously designed under Package 1 at the Lizard Tongues, allowing for their removal and replacement with GSE rated pavement.

5.7. Address 30% Comments: The design team will coordinate with DIA and the CM to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 30% comment matrix will be provided with the 60% milestone submittal.

6. Package 2A 60% Design Phase

6.1. Develop 60% Design Plans: Plan drawings will be updated from the 30% submittal to include proposed finish grades, plan sheet annotation, and basic details. The pavement sections, cross-sections and details will be developed to a 60% level for the purpose of refining the design criteria and identifying critical design concepts and conflicts. The plans will also be updated based stakeholder meetings and feedback developed between the 30% and 60% milestone. The 60% plans will focus on identifying conflicts and presenting resolutions. The level of detail on each sheet will increase during this milestone. The plan set is estimated to be 73 sheets including the following:

- 1 Cover Sheet (80%).
- 4 Drawing List, Legend, Notes, and Quantities Sheets (60%)
- 1 Site Access Plan (60%)
- 3 Boring Log Plans (90%)
- 1 Survey Control Plan (90%)
- 5 Phasing Plans (60%)
- 2 Erosion Control Plan and Details (60%)
- 2 Demolition Plans (80%)
- 2 Geometry Plans (90%)
- 3 Lizard Tongue Demolition Details (90%)
- 2 Grading Plans (60%)
- 3 Subgrade Grading Plans (60%)
- 8 Paving and Pavement Details Plans (60%)
- 3 Cross-Section Sheets (60%)
- 2 Utility Layout Plans (60%)
- 1 Storm Profile Sheets (60%)
- 1 Utility Summary Table Sheet (60%)
- 10 Utility Detail Sheets (90%)
- 5 Striping Plans and details (90%)
- 2 Electrical Grounding Plans (60%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (60%)

- 2 Deicing Supply Removal Plans and Details (60%)
- 8 Jet Fuel Distribution Plans and Details (60%)

6.2. Phasing: The phasing plans will be updated to a 60% level consistent with the conceptual design review comments stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, and other requirements.

6.3. Preliminary Technical Specifications: This task will include developing a first draft of the project specifications. The specifications will be created using the FAA airfield construction specifications from advisory circular 5370-10G and Northwest Mountain Region regional modifications G-1. The project specifications developed for Package 1 will be used as the latest DIA standard for comparison. Additional work items related to unique or unusual construction will also be included. Examples of this include specifications developed for PLB replacement, grease trap installation, work on the jet-fuel distribution system, and the deicing supply system. The design team will submit the specifications as redlined copies for review.

6.4. Site and Utility Demolition: Demolition plans will be developed to identify removal of existing airfield pavements, and other facilities including utilities and gate systems as required. It is assumed that demolition of the existing lizard tongue tunnels will be included in this effort. Partial demolition of the lizard tongue tunnels is also included in this effort as identified by the project requirements. This work does not include partial demolition of the tunnel for relocation of utility systems. Demolition of the existing deicing supply system is also included in this effort.

6.5. Grading and Drainage: Designs for grading and drainage utilizing the concept developed for Package 1 will be incorporated into this submittal. Drainage elements may include proposed catch basins and will include hydrologic and hydraulic evaluation to determine conveyance capacity of existing and proposed drainage infrastructure. This effort will include research and evaluation of the existing DIW drainage basins and carrier pipes to develop a conservative hydraulic grade line for proper pipe sizing of new carrier pipes. The downstream limits of this evaluation will be an existing DIW manhole or drainage outfall. Invert elevations and conflicts of proposed drainage systems and underdrain systems will be included in this submittal.

6.6. Utilities: For the purpose of this project it is assumed that the relocation of existing utilities is not required except for vertical adjustments of manholes or vault rim elevations. Utility manhole and vault elevations and adjustments will be reviewed against the proposed grading plans and included in the design.

The design team understands that additional demolition and rehabilitation may be identified by the maintenance personnel during on-going stakeholder meetings. Incorporation of additional utility demolition and rehabilitation is included in this effort. Examples of this work include SAG manhole rehabilitation and replacement of grease traps and sand oil interceptors.

Coordination with Denver Water Department will be required. Coordination with utility owners along with DIA maintenance personnel will add to the project scope requiring additional utility adjustments, relocations, or demolition to coincide with the project schedule. The design team will include these additions in the plans. Effort for two additional meetings with the Denver Water Department is also included in this effort.

An adjustment to the JFD system is anticipated to complete this project. Structural designs for valve vault lids will be evaluated and refined based on new cover requirements. Vertical relocation of the hydrant pits, sequencing, and details will be included in the plans.

6.7. Pavement Design: This task will include refinement of the joint layout for the Package 2 area, and any unique details associated with structures and utilities in this area.

6.8. Pavement Marking: The pavement marking plan sheets, layouts and pavement marking detail sheets will be included in the plans. The design team will obtain recent paint layouts from DIA and will review the files for constructability. The plans and details may be updated based on stakeholder feedback from the airlines.

6.9. Update Quantities and Cost Estimate: Quantities and cost estimates for each phase will be updated based on the design development. Costs will be further refined based on more current research of bid tabulations. These items will be updated as part of the 60% submittal.

6.10. 60% Internal QC Review: An internal QC check will be conducted prior to delivery of the 60% submittal to ensure quality of the deliverables.

6.11. Prepare 60% Submittal: The design team will prepare the 60% milestone submittal and will provide 4 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include design plans, general requirements and technical specifications, design analysis report, CSPP, AutoCAD Civil 3D BIM model, and the updated cost estimate. 2 copies of the CSPP will be provided to the FAA for this review. This will be a working submittal in which The design team will continue to refine the design and plans in preparation for the 90% milestone submittal.

6.12. Address 60% Comments: The Design team will coordinate with DIA and the CM to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 60% comment matrix will be provided with the 90% milestone submittal. Typical design development comments from DIA and stakeholders are included in this item.

7. Package 2A 90% Design Phase

7.1. Develop 90% Design Plans: Plan drawings will be updated from the 60% submittal to resolve conflicts and scope updates from the previous phase. Work will include updating and refining proposed finish grades, plan sheet annotation, and basic details. The pavements sections,

cross-sections and details will be developed to a 90% level illustrate potential conflicts and resolution. The plans will also be updated based stakeholder meetings and feedback developed between the 60% and 90% milestone. The level of detail on each sheet will increase during this milestone. The plan set is estimated to be 73 sheets including the following:

- 1 Cover Sheet (90%).
- 4 Drawing List, Legend, Notes, and Quantities Sheets (90%)
- 1 Site Access Plan (90%)
- 3 Boring Log Plans (90%)
- 1 Survey Control Plan (90%)
- 5 Phasing Plans (90%)
- 2 Erosion Control Plan and Details (90%)
- 2 Demolition Plans (90%)
- 2 Geometry Plans (90%)
- 3 Lizard Tongue Demolition Details (90%)
- 2 Grading Plans (90%)
- 3 Subgrade Grading Plans (90%)
- 8 Paving and Pavement Details Plans (90%)
- 3 Cross-Section Sheets (90%)
- 2 Utility Layout Plans (90%)
- 1 Storm Profile Sheets (90%)
- 1 Utility Summary Table Sheet (90%)
- 10 Utility Detail Sheets (90%)
- 5 Striping Plans and details (90%)
- 2 Electrical Grounding Plans (90%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (90%)
- 2 Deicing Supply Removal Plans and Details (90%)
- 8 Jet Fuel Distribution Plans and Details (90%)

7.2. Phasing: The phasing plans will be updated to a 90% level consistent with the conceptual design review comments stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, and other requirements.

7.3. Prepare Preliminary Construction Safety and Phasing Plan (CSPP): The construction schedule and phasing limits will be used to develop a draft CSPP for review as part of the 90% submittal. The CSPP will meet the requirements of FAA AC 150/5370-2F Operational Safety on Airports during construction. The CSPP will be submitted to the FAA to include with the 7460 permit, previously submitted during the 60% design phase by DIA. The draft CSPP will include the construction scope for both Package 2A and 2B.

7.4. Technical Specifications: This task will include updating and refining the project specifications based on additional work items and comments received during the 60% phase. Additional work items related to unique or unusual construction will also be included. The design team will submit the specifications as redlined copies for review.

7.5. Site and Utility Demolition: Demolition plans will be refined according to changes in the project scope for gate systems removal and replacement between the 60% and 90% phase. This will include updating contract language related to PLB, PC Air, and potable water cabinet removal and/or replacement. It is anticipated that demolition limits will be established during the 60% phase and will not need to be updated during this phase.

7.6. Grading and Drainage: Designs for grading and drainage utilizing the concept developed for Package 1 will be incorporated into this submittal. Final designs for grading and subgrade tie-ins will be developed and detailed. Invert elevations and conflicts of proposed drainage systems and underdrain systems will be included in this submittal. Meetings and plan review submittals including plans, specifications, and drainage reports are not included in this effort. It is anticipated that the sewer use and drainage permit (SUDP) is sufficient to cover new connections to the DIW systems as provided by the City plan review during Package 1 permitting.

7.7. Utilities: Vertical adjustments of manholes or vault rim elevations will be reviewed against the proposed grading plans and included in the design.

At this phase it is anticipated that additional demolition and rehabilitation work beyond the scope identified at the 60% level will not be identified. Coordination with Denver Water Department will continue including plan reviews and addressing of comments.

An adjustment to the JFD system is anticipated to complete this project. Structural designs for valve vault lids will be evaluated and refined based on new cover requirements. Vertical relocation of the hydrant pits, sequencing, and details will be included in the plans.

7.8. Pavement Design: This task will include refinement of the joint layout for the Package 2 area, and any unique details associated with structures and utilities in this area.

7.9. Pavement Marking: The pavement marking plan sheets, layouts and pavement marking detail sheets will be included in the plans. The design team will update the plans and details to address comments from DIA and stakeholder feedback from the airlines between the 60% and 90% phase.

7.10. Update Quantities and Cost Estimate: Quantities and cost estimates for each phase will be updated based on the design development. Costs will be further refined based on more current research of bid tabulations. These items will be updated as part of the 90% submittal.

7.11. 90% Internal QC Review: An internal QC check will be conducted prior to delivery of the 90% submittal to ensure quality of the deliverables.

7.12. Prepare 90% Submittal: The design team will prepare the 90% milestone submittal and will provide 4 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include design plans, general requirements and technical specifications, design analysis report, CSPP, AutoCAD Civil 3D BIM model, and the updated cost estimate. 2 copies of the CSPP will be provided to the FAA for this review. This will be a working submittal in which The design team will continue to refine the design and plans in preparation for the 100% milestone submittal. **Address 90% Comments:** The design team will coordinate with DIA and the CM to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 90% comment matrix will be provided with the 100% milestone submittal. Typical design development comments from DIA and stakeholders are included in this item.

8. Package 2A 100% Design Phase

8.1. Develop 100% Design Plans: Plan drawings will be updated from the 90% submittal resolve coordination and conflicts identified in that phase. The plans will include proposed finish grades, details, construction phasing, and annotation. The pavement sections, details, and cross-sections will be developed to a 100% level for the purpose defining the work items and requirements of construction. The plans will also be updated based stakeholder meetings and feedback developed between the 90% and 100% milestone. The level of detail on each sheet will increase during this milestone. The plan set is estimated to be 73 sheets including the following:

- 1 Cover Sheet (100%).
- 4 Drawing List, Legend, Notes, and Quantities Sheets (100%)
- 1 Site Access Plan (100%)
- 3 Boring Log Plans (100%)

- 1 Survey Control Plan (100%)
- 5 Phasing Plans (100%)
- 2 Erosion Control Plan and Details (100%)
- 2 Demolition Plans (100%)
- 2 Geometry Plans (100%)
- 3 Lizard Tongue Demolition Details (100%)
- 2 Grading Plans (100%)
- 3 Subgrade Grading Plans (100%)
- 8 Paving and Pavement Details Plans (100%)
- 3 Cross-Section Sheets (100%)
- 2 Utility Layout Plans (100%)
- 1 Storm Profile Sheets (100%)
- 1 Utility Summary Table Sheet (100%)
- 10 Utility Detail Sheets (100%)
- 5 Striping Plans and details (100%)
- 2 Electrical Grounding Plans (100%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (100%)
- 2 Deicing Supply Removal Plans and Details (100%)
- 8 Jet Fuel Distribution Plans and Details (100%)

8.2. Phasing: The phasing plans will be updated to a 100% level consistent with review comments and stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, phasing notes, details, and other requirements.

8.3. Technical Specifications: This task will include revising and refining the project specifications for the final design and construction requirements. Additional work items related to unique or unusual construction will also be included. In addition, changes to the project specifications which adversely impact the project cost, construction materials, or testing will be written and submitted as a modification to standard for submittal to DIA and the FAA.

8.4. Site and Utility Demolition: Final design and details for site demolition, relocation or removal of existing airfield pavements, and other facilities including utilities and gate systems as required based on review comments and stakeholder feedback.

8.5. Grading and Drainage: Final design for grading and drainage systems utilizing the concept developed for Package 1 will be incorporated into this submittal.

8.6. Utilities: Final design for vertical adjustments of manholes or vault rim elevations developed from the final grading plan will be updated for this submittal. Incorporation of comments received from project stakeholder meetings and during comment reviews is included in this work.

8.7. Pavement Design: This task will include final refinement of the joint layout for the Package 2A area, and coordination with phasing, and details associated with structures and utilities in this area.

8.8. Pavement Marking: The pavement marking plan sheets, layouts and pavement marking detail sheets will be finalized based on 90% comments and stakeholder feedback.

8.9. Update Quantities and Cost Estimate: Quantities and cost estimates for each phase will be updated based on the design development. Costs will be further refined based the results of value added and constructability reviews at the 90% milestone. These items will be updated as part of the 100% submittal.

8.10. Preliminary Design Analysis Report (DAR): The preliminary DAR will be produced to provide a description of how the design and work items were developed at this milestone. The preliminary DAR will include description of designs for Package 2A and 2B during this phase. The Table of Contents and Appendices of the DAR will include but not be limited to:

- General Project Description
- Design Criteria
- Geometrics
- Pavement Design
- Grading and Drainage
- Utility Design
- Construction Schedule
- Cost Estimate
- Drainage Calculations Appendix
- Structural Calculations Appendix

- Geotechnical Report Appendix
- Pavement Design Report Appendix

8.11. 100% Internal QC Review: An internal QC check will be conducted prior to delivery of the 100% submittal to ensure quality of the deliverables.

8.12. Prepare 100% Submittal: The design team will prepare the 100% milestone submittal and will provide 4 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include final design plans, general requirements and technical specifications, design analysis report, CSPP, AutoCAD Civil 3D BIM model, and the updated cost estimate. 2 copies of the CSPP will be provided to the FAA for this review.

8.13. Address 100% Comments: The design team will coordinate with DIA to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 100% comment matrix will be provided 1 week after all comments are received for concurrence on action items.

9. Package 2B 30% Design Phase

9.1. Develop 30% Design Plans: Plan drawings will be developed in sufficient detail to establish the existing data and identify design criteria. The plans will define the location, character, scope and size of the project. Designs will be provided to identify potential problem areas associated with completing Package 2 and to identify alternatives and solutions to the problems. These drawings will provide overall dimensions, existing grades, and existing elevations of the immediate and adjacent site elements at a plan scale of 1"=20'. This level of plans will not include final design elevations, finish grades, or any final details and annotation. The drawings will include conceptual level (30%) pavement sections and details. The drawings will conform to the DIA Design Standards. This work will also be coordinated with the Denver Water Department. Elements such as construction access and erosion control will not be included in this submittal. It is estimated that the plan set will consist of 82 sheets.

- 1 Cover Sheet (50%)
- 4 Sheet List, Legend, Notes, Quantities Sheets (30%)
- 1 Site Access Plan (60%)
- 3 Boring Log Plans (20%)
- 1 Survey Control Plan (30%)

- 6 Conceptual Phasing Plans (30%)
- 2 Erosion Control Plans and Details (20%)
- 3 Demolition Plans (30%)
- 3 Geometry Plans (30%)
- 3 Grading Plans (20%)
- 4 Subgrade Grading Plans (20%)
- 10 Paving and Pavement detail sheets (30%)
- 4 Cross-Sections Sheets (20%)
- 3 Utility Layout Plans (30%)
- 1 Storm Profile Sheets (20%)
- 1 Utility Summary Table Sheet (20%)
- 10 Utility Detail Sheets (60%)
- 6 Striping Plans and details (20%)
- 2 Electrical Grounding Plans (30%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (20%)
- 2 Deicing Supply Removal Plans and Details (20%)
- 10 Jet Fuel Distribution Plans and Details (20%)

9.2. Conceptual Phasing: Conceptual phasing plans will be developed to illustrate the construction area and surrounding site conditions. Concurrent project schedules and temporary paint layouts may be evaluated with this plan. Conceptual phasing plans will be developed for stakeholder meetings discussed as needed.

9.3. Demolition Plans: Establish limits for the demolition including removal of existing airfield pavements, and relocation of gate systems to incorporate ongoing work under separate contracts within the gate areas including the PC Air Units and Passenger Loading Bridge (PLB) replacement projects.

9.4. Grading and Drainage: Grading and drainage designs for the 30% submittal will consist only of inventory of the existing drainage elements on the site, and a general comparison to design documents created for the Package 1 design. The purpose will be to understand any unique conditions that require detailed drainage design, and to identify the level of detail needed for the subsequent 60% design phase.

9.5. Utilities: It is assumed that relocation of existing utilities is not required except for vertical adjustments of manholes or vault rim elevations. This project will involve tying into existing utilities and setting DIW carrier pipe inverts and underdrain inverts to avoid utility conflicts. These utilities include the clean storm sewer system (SDG), the jet fuel distribution system (JFD), the potable water system (PFW), the sanitary sewer system (SAG), gas, and electrical systems. Inspection of record drawings will be used to determine inverts of pressure systems like JFD and PFW. Survey data will be used to determine inverts of gravity systems including the DIW, SAG, and SDG systems. The design team understands that additional demolition and rehabilitation may be identified by the maintenance personnel during progress meetings. Incorporation of additional utility demolition and rehabilitation is included in this effort. Examples of this work include building services such as roof drains and sanitary sewer lines, SAG manhole rehabilitation and replacement of grease traps and sand oil interceptors. Work effort will be: record Drawing Review, horizontal layout of drainage systems, and assembling details and plans for vertical adjustments to utilities.

9.6. Pavement Design: This task will include design and details for paving. Geometry and pavement for the project as designed in accordance with FAA Advisory Circular 150/5320-6 will be utilized. This effort will include evaluation and incorporation of a 20-foot jointing pattern according to current FAA guidelines. It will also evaluate and incorporate the use of a thinner, more economical, pavement section for non-aircraft areas. It is assumed that the aircraft pavement section developed as part of Package 1 alternative evaluation will be used for this project.

9.7. Address 30% Comments: The design team will coordinate with DIA and the CM to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 30% comment matrix will be provided with the 60% milestone submittal.

10. Package 2B 60% Design Phase

10.1. Develop 60% Design Plans: Plan drawings will be updated from the 30% submittal to include proposed finish grades, plan sheet annotation, and basic details. The pavement sections, cross-sections and details will be developed to a 60% level for the purpose of refining the design criteria and identifying critical design concepts and conflicts. The plans will also be updated based stakeholder meetings and feedback developed between the 30% and 60% milestone. The 60% plans will focus on identifying conflicts and presenting resolutions. The level of detail on each sheet will increase during this milestone. The plan set is estimated to be 82 sheets including the following:

- 1 Cover Sheet (80%).
- 4 Drawing List, Legend, Notes, and Quantities Sheets (60%)
- 1 Site Access Plan (60%)
- 3 Boring Log Plans (90%)

- 1 Survey Control Plan (90%)
- 6 Phasing Plans (60%)
- 2 Erosion Control Plans and Details (60%)
- 3 Demolition Plans (60%)
- 3 Geometry Plans (90%)
- 3 Grading Plans (60%)
- 4 Subgrade Grading Plans (60%)
- 10 Paving and Pavement Details Plans (60%)
- 4 Cross-Section Sheets (60%)
- 3 Utility Layout Plans (60%)
- 1 Storm Profile Sheets (60%)
- 1 Utility Summary Table Sheet (60%)
- 10 Utility Detail Sheets (60%)
- 6 Striping Plans and details (90%)
- 2 Electrical Grounding Plans (90%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (60%)
- 2 Deicing Supply Removal Plans and Details (50%)
- 10 Jet Fuel Distribution Plans and Details (50%)

10.2. Phasing: The phasing plans will be updated to a 60% level consistent with the conceptual design review comments stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, and other requirements.

10.3. Technical Specifications: This task will include revising and refining the project specifications for the final design and construction requirements. Additional work items related to unique or unusual construction will also be included. In addition, final comments from DIA and the FAA modifications to standards will be updated for final submittal during the 90% milestone.

10.4. Site and Utility Demolition: Demolition plans will be developed to identify removal of existing airfield pavements, and other facilities including utilities and gate systems as required.

10.5. Grading and Drainage: Designs for grading and drainage utilizing the concept developed during the conceptual design phase will be incorporated into this submittal. Drainage elements may include proposed catch basins and will include hydrologic and hydraulic evaluation to determine conveyance capacity of existing and proposed drainage infrastructure. This effort will include research and evaluation of the existing DIW drainage basins and carrier pipes to develop a conservative hydraulic grade line for proper pipe sizing of new carrier pipes. The downstream limits of this evaluation will be an existing DIW manhole or drainage outfall. Invert elevations and conflicts of proposed drainage systems and underdrain systems will be included in this submittal.

10.6. Utilities: For the purpose of this project it is assumed that the relocation of existing utilities is not required except for vertical adjustments of manholes or vault rim elevations. Utility manhole and vault elevations and adjustments will be reviewed against the proposed grading plans and included in the design.

The Design team understands that additional demolition and rehabilitation may be identified by the maintenance personnel during on-going stakeholder meetings. Incorporation of additional utility demolition and rehabilitation is included in this effort. Examples of this work include SAG manhole rehabilitation and replacement of grease traps and sand oil interceptors.

Coordination with Denver Water Department and Xcel Energy will be required. Coordination with utility owners along with DIA maintenance personnel will add to the project scope requiring additional utility adjustments, relocations, or demolition to coincide with the project schedule. The design team will include these additions in the plans. Effort for two additional meetings and to prepare and submit a work order to Xcel energy with approval from DIA is also included in this effort.

An adjustment to the JFD system is anticipated to complete this project. Structural designs for valve vault lids will be evaluated and refined based on new cover requirements. Vertical relocation of the hydrant pits, sequencing, and details will be included in the plans.

10.7. Pavement Design: This task will include refinement of the joint layout for the Package 2 area, and any unique details associated with structures and utilities in this area.

10.8. Pavement Marking: The pavement marking plan sheets, layouts and pavement marking detail sheets will be included in the plans. The design team will obtain recent paint layouts from DIA and will review the files for constructability. The plans and details may be updated based on stakeholder feedback from the airlines.

10.9. Update Quantities and Cost Estimate: Quantities and cost estimates for each phase will be updated based on the design development. Costs will be further refined based on more current research of bid tabulations. These items will be updated as part of the 60% submittal.

10.10. 60% Internal QC Review: An internal QC check will be conducted prior to delivery of the 60% submittal to ensure quality of the deliverables.

10.11. Prepare 60% Submittal: The design team will prepare the 60% milestone submittal and will provide 4 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include design plans, general requirements and technical specifications, design analysis report, CSPP, AutoCAD Civil 3D BIM model, and the updated cost estimate. 2 copies of the CSPP will be provided to the FAA for this review. This will be a working submittal in which the design team will continue to refine the design and plans in preparation for the 90% milestone submittal.

10.12. Address 60% Comments: The design team will coordinate with DIA and the CM to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 60% comment matrix will be provided with the 90% milestone submittal. Typical design development comments from DIA and stakeholders are included in this item.

11. Package 2B 90% Design Phase

11.1. Develop 90% Design Plans: Plan drawings will be updated from the 60% submittal to resolve conflicts and scope updates from the previous phase. Work will include updating and refining proposed finish grades, plan sheet annotation, and basic details. The pavements sections, cross-sections and details will be developed to a 90% level illustrate potential conflicts and resolution. The plans will also be updated based stakeholder meetings and feedback developed between the 60% and 90% milestone. The level of detail on each sheet will increase during this milestone. The plan set is estimated to be 82 sheets including the following:

- 1 Cover Sheet (90%).
- 4 Drawing List, Legend, Notes, and Quantities Sheets (90%)
- 1 Site Access Plan (90%)
- 3 Boring Log Plans (90%)
- 1 Survey Control Plan (90%)
- 6 Phasing Plans (90%)
- 2 Erosion Control Plans and Details (90%)
- 3 Demolition Plans (90%)
- 3 Geometry Plans (90%)
- 3 Grading Plans (90%)

- 4 Subgrade Grading Plans (90%)
- 10 Paving and Pavement Details Plans (90%)
- 4 Cross-Section Sheets (90%)
- 3 Utility Layout Plans (90%)
- 1 Storm Profile Sheets (90%)
- 1 Utility Summary Table Sheet (90%)
- 10 Utility Detail Sheets (90%)
- 6 Striping Plans and details (90%)
- 2 Electrical Grounding Plans (90%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (90%)
- 2 Deicing Supply Removal Plans and Details (90%)
- 10 Jet Fuel Distribution Plans and Details (80%)

11.2. Phasing: The phasing plans will be updated to a 90% level consistent with the conceptual design review comments stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, and other requirements.

11.3. Update Construction Safety and Phasing Plan (CSPP): The construction schedule and phasing limits will be used to update the CSPP for Package 2A and Package 2B as part of the 90% submittal. The CSPP will meet the requirements of FAA AC 150/5370-2F Operational Safety on Airports during construction. The CSPP will be submitted to the FAA. DIA Planning will submit the 7460 based on the Designer's input.

11.4. Technical Specifications: This task will include updating and refining the project specifications based on additional work items and comments received during the 60% phase. No additional related to modifications to the FAA standards is anticipated during this phase.

11.5. Site and Utility Demolition: Demolition plans will be refined according to changes in the project scope for gate systems removal and replacement between the 60% and 90% phase. This will include updating contract language related to PLB, PC Air, and potable water cabinet removal and/or replacement. It is anticipated that demolition limits will be established during the 60% phase and will not need to be updated during this phase.

11.6. Grading and Drainage: Designs for grading and drainage utilizing the concept developed for during the conceptual design phase will be refined according to stakeholder feedback. Final designs

for grading and subgrade tie-ins will be developed and detailed. Invert elevations and conflicts of proposed drainage systems and underdrain systems will be included in this submittal.

11.7. Utilities: Vertical adjustments of manholes or vault rim elevations will be reviewed against the proposed grading plans and included in the design.

At this phase it is anticipated that additional demolition and rehabilitation work beyond the scope identified at the 60% level will not be identified. Coordination with Denver Water Department and Xcel Energy will continue including plan reviews and addressing of comments.

An adjustment to the JFD system is anticipated to complete this project. Structural designs for valve vault lids will be evaluated and refined based on new cover requirements. Vertical relocation of the hydrant pits, sequencing, and details will be included in the plans.

11.8. Pavement Design: This task will include finalizing the joint layout for the Package 2 area, and any unique details associated with structures and utilities in this area.

11.9. Pavement Marking: The pavement marking plan sheets, layouts and pavement marking detail sheets will be included in the plans. The design team will update the plans and details to address comments from DIA and stakeholder feedback from the airlines between the 60% and 90% phase.

11.10. Update Quantities and Cost Estimate: Quantities and cost estimates for each phase will be updated based on the design development. Costs will be further refined based on more current research of bid tabulations. These items will be updated as part of the 90% submittal.

11.11. 90% Internal QC Review: An internal QC check will be conducted prior to delivery of the 90% submittal to ensure quality of the deliverables.

11.12. Prepare 90% Submittal: The design team will prepare the 90% milestone submittal and will provide 4 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include design plans, general requirements and technical specifications, design analysis report, CSPP, AutoCAD Civil 3D BIM model, and the updated cost estimate. 2 copies of the CSPP will be provided to the FAA for this review. This will be a working submittal in which the design team will continue to refine the design and plans in preparation for the 100% milestone submittal.

11.13. Address 90% Comments: The design team will coordinate with DIA and the CM to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 90% comment matrix will be provided with the 100% milestone submittal. Typical design development comments from DIA and stakeholders are included in this item.

12. Package 2B 100% Design Phase

12.1. Develop 100% Design Plans: Plan drawings will be updated from the 90% submittal resolve coordination and conflicts identified in that phase. The plans will include proposed finish grades, details, construction phasing, and annotation. The pavement sections, details, and cross-sections will be developed to a 100% level for the purpose defining the work items and requirements of construction. The plans will also be updated based stakeholder meetings and feedback developed between the 90% and 100% milestone. The level of detail on each sheet will increase during this milestone. The plan set is estimated to be 82 sheets including the following:

- 1 Cover Sheet (100%).
- 4 Drawing List, Legend, Notes, and Quantities Sheets (100%)
- 1 Site Access Plan (100%)
- 3 Boring Log Plans (100%)
- 1 Survey Control Plan (100%)
- 6 Phasing Plans (100%)
- 2 Erosion Control Plans and Details (100%)
- 3 Demolition Plans (100%)
- 3 Geometry Plans (100%)
- 3 Grading Plans (100%)
- 4 Subgrade Grading Plans (100%)
- 10 Paving and Pavement Details Plans (100%)
- 4 Cross-Section Sheets (100%)
- 3 Utility Layout Plans (100%)
- 1 Storm Profile Sheets (100%)
- 1 Utility Summary Table Sheet (100%)
- 10 Utility Detail Sheets (100%)
- 6 Striping Plans and details (100%)
- 2 Electrical Grounding Plans (100%)
- 2 Grease Traps Replacement and Sand Oil Interceptor Plans and Details (100%)
- 2 Deicing Supply Removal Plans and Details (100%)

- 10 Jet Fuel Distribution Plans and Details (100%)

12.2. Phasing: The phasing plans will be updated to a 100% level consistent with review comments and stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, phasing notes, details, and other requirements.

12.3. Prepare Final Construction Safety and Phasing Plan (CSPP): The draft CSPP will be updated to reflect 90% design comments and stakeholder feedback. The CSPP will meet the requirements of FAA AC 150/5370-2F Operational Safety on Airports during Construction.

12.4. Final Technical Specifications: This task will include revising and refining the project specifications for the final design and construction requirements. . No additional related to modifications to the FAA standards is anticipated during this phase.

12.5. Site and Utility Demolition: Final design and details for site demolition, relocation or removal of existing airfield pavements, and other facilities including utilities and gate systems as required based on review comments and stakeholder feedback.

12.6. Grading and Drainage: Final design for grading and drainage systems utilizing the concept developed during the conceptual design phase will be incorporated into this submittal.

12.7. Utilities: Final design for vertical adjustments of manholes or vault rim elevations developed from the final grading plan will be updated for this submittal. Incorporation of comments received from project stakeholder meetings and during comment reviews is included in this work.

12.8. Pavement Design: This task will include final refinement of the joint layout for the Package 2B area, and coordination with phasing, and details associated with structures and utilities in this area.

12.9. Pavement Marking: The pavement marking plan sheets, layouts and pavement marking detail sheets will be finalized based on 90% comments and stakeholder feedback.

12.10. Update Quantities and Cost Estimate: Quantities and cost estimates for each phase will be updated based on the design development. Costs will be further refined based the results of value added and constructability reviews at the 90% milestone. These items will be updated as part of the 100% submittal.

12.11. Final Design Analysis Report (DAR): The 100% level DAR will be updated to include all final design efforts for Package 2A and Package 2B.

12.12. 100% Internal QC Review: An internal QC check will be conducted prior to delivery of the 100% submittal to ensure quality of the deliverables.

12.13. Prepare 100% Submittal: The design team will prepare the 100% milestone submittal and will provide 4 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include final design plans, general requirements and technical specifications, design analysis report, CSPP, AutoCAD Civil 3D BIM model, and the updated cost estimate. 2 copies of the CSPP will be provided to the FAA for this review.

12.14. Address 100% Comments: The design team will coordinate with DIA to address comments. Comments will be compiled into a response matrix and include the comment originator, responder, and action taken. The 100% comment matrix will be provided 1 week after all comments are received for concurrence on action items.

13. Package 2A and 2B Construction Ready Phase: The design team will address all 100% comments and issue the final construction plans, technical specifications, and CSPP for construction.

13.1. Prepare Issued for Construction Plans for Package 2A: The issued for construction (IFC) plans will be updated based on final review comments, stakeholder feedback, and value added decisions directed by DIA. The plans will be stamped and certified by a Colorado registered Professional Engineer.

13.2. Prepare Issued for Construction Plans for Package 2B: The issued for construction (IFC) plans will be updated based on final review comments, stakeholder feedback, and value added decisions directed by DIA. The plans will be stamped and certified by a Colorado registered Professional Engineer.

13.3. Prepare Issued for Construction CSPP: The CSPP will be updated to reflect final design comments and stakeholder feedback.

13.4. Prepare Issued for Construction Technical Specifications: The general requirements and technical specifications will be updated based on final review comments, stakeholder feedback, and value added decisions directed by DIA. The documents will be stamped and certified by a Colorado registered Professional Engineer.

13.5. Prepare Issued for Construction Submittal: The design team will prepare the 10 hard copies of all deliverables and 2 CDs with electronic copies of all deliverables. Items included in this submittal include plans, general requirements and technical specifications, CSPP AutoCAD Civil 3D BIM model, and the updated cost estimate. It is anticipated that 4 copies will be used and distributed by DIA, 5 copies will be used and distributed to the Contractor, and 1 copy will be distributed to the FAA.

14. Package 2A and 2B Permits: The design team will prepare permits required to construct the project.

14.1. Assist in Preparation of 7460 Permit: The design team will work with DIA to assist in the preparation the 7460 permit and documentation. This will include exhibits to be created to

accompany the 7460 application. The design team will prepare this information at the 60% milestone in anticipation of a 120-day approval process. DIA will submit the permit documents to the FAA.

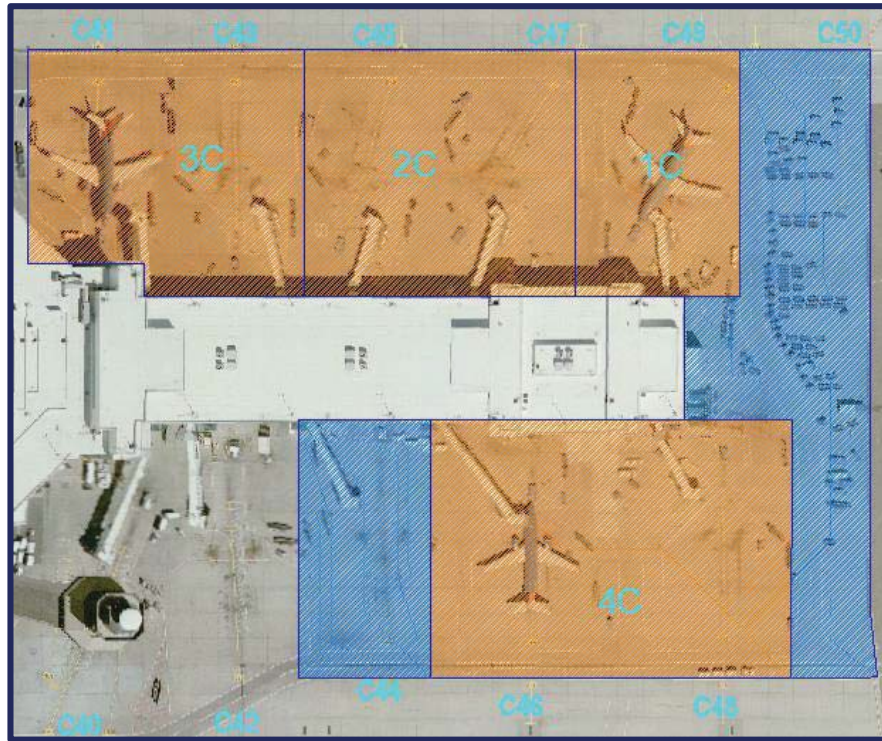
14.2. Prepare Stormwater Management Plan (SWMP): A SWMP Plan will be prepared in accordance with City and County of Denver regulations for a Construction Activities Stormwater Discharge Permit (CASDP). The SWMP plan will include a narrative report, phased construction plans, installation details, and supporting documents to fully address the methods used to prevent sediment, debris, and other pollutants from entering the Municipal Separate Storm Sewer System (MS4) in and around the project area. Proposed structural and non-structural BMPs will be described with sufficient implementation detail according to project phases. All plans submitted to the City and County of Denver will be reviewed against the current criteria established by the Colorado Department of Health and Environment (CDPHE) to meet State and Federal requirements. The SWMP plan will be submitted for review and comments will be addressed to obtain the CASDP.

14.3. Prepare the Sewer Use and Drainage Permit (SUDP): The design team will coordinate preparation of the Letter of Authorization for submittal of the SUDP with DIA. Submittal of this letter will be made by DIA to the City and County of Denver. The final plans, drainage calculations, SUDP application and project summary memorandum will be prepared for electronic submittal.

14.4. Geotechnical Consultation: Continued coordination with the geotechnical engineer will be utilized during the final design phase as the details and considerations are refined. Effort included in this task includes phone conversations and detail reviews.

Add Alternates

FIGURE 3. ALTERNATE 1 GATE C44, ALTERNATE 2 EAST APRON PROJECT LIMITS



15. Add Alternate 1 Gate C44 Final Design: The purpose of this task is to add Gate C44 into the Package 2B scope. Additional plan sheets will be created to include Gate C44 into the plan set for Package 2B. It is also assumed that gate C44 will be added to the project during the 30% design phase so that this scope of work will be represented in all Package 2B milestones. Additional work for updating the project specifications and DAR is not included in this alternative.

15.1. Develop 30/60/90/100/IFC Plan Sheets: Additional plan sheets will be generated for each milestone. Eleven new sheets will be created including:

- 1 Phasing Plan
- 1 Demolition Plan
- 1 Geometry
- 1 Grading Plan
- 1 Subgrade Plan
- 2 Paving and Pavement Detail Sheets
- 1 Cross-Section Sheet

- 1 Utility Layout Plan
- 1 Striping Plan
- 1 Jet Fuel Distribution Plan

15.2. Phasing: The phasing plans will be updated to include gate C44 including review comments and stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, phasing notes, details, and other requirements.

15.3. Update Construction Safety and Phasing Plan (CSPP): The CSPP will be updated to incorporate the additional scope and phasing.

15.4. Site and Utility Demolition: Final design and details for site demolition, relocation or removal of existing airfield pavements, and other facilities including utilities and gate systems as required based on review comments and stakeholder feedback.

15.5. Grading and Drainage: Final design for grading and drainage systems utilizing the Package 2B concept will be developed.

15.6. Utilities: Final design for vertical adjustments of manholes or vault rim elevations will be developed and incorporated into the plans including updating utility summary tables. It is assumed that no new utility adjustment details will be required for this gate.

15.7. Pavement Design: This task will include extending the jointing plan and paving sheets into gate C44. Additional effort is included to refine the temporary paving tie-in at this gate.

15.8. Pavement Marking: Pavement marking provided by DIA at Gate C44 will be incorporated into the plan set.

15.9. Update Quantities and Cost Estimate: Additional effort to update quantities and cost estimates for the project area is included in this effort.

16. Add Alternate 2 East Apron Final Design: The purpose of this task is to add the east apron area into the Package 2B scope. Additional plan sheets will not be created for this work. It is assumed that this portion of the apron will be added to the project during the 30% design phase so that this scope of work will be represented in all Package 2B milestones. Additional work for updating the project specifications and DAR is not included in this alternative.

16.1. Phasing: The phasing plans will be updated to include the east apron including review comments and stakeholder feedback. Safety and phasing plans will illustrate construction access routes, necessary barricades, height limitations, safety area locations, phasing notes, details, and other requirements.

16.2. Update Construction Safety and Phasing Plan (CSPP): The CSPP will be updated to incorporate the additional scope and phasing.

16.3. Site and Utility Demolition: Final design and details for site demolition, relocation or removal of existing airfield pavements, and other facilities including utilities and gate systems as required based on review comments and stakeholder feedback.

16.4. Grading and Drainage: Final design for grading and drainage systems utilizing the Package 2B concept will be developed.

16.5. Utilities: Final design for vertical adjustments of manholes or vault rim elevations will be developed and incorporated into the plans including updating utility summary tables. It is assumed that no new utility adjustment details will be required for this gate.

16.6. Pavement Design: This task will include extending the jointing plan and paving sheets into gate C44. Additional effort is included to refine the temporary paving tie-in at this gate.

16.7. Pavement Marking: Pavement marking provided by DIA at Gate C44 will be incorporated into the plan set.

16.8. Update Quantities and Cost Estimate: Additional effort to update quantities and cost estimates for the project area is included in this effort

SAMPLE

**GATE APRON REHABILITATION AND DRAINAGE IMPROVEMENT
PROGRAM – PACKAGE 2A/2B**

Attachment 2

Construction Administration (CA) Services - Scope of Work

INTRODUCTION

This scope of services provides for Construction Administration (CA) services for the Package 2A and 2B work to be constructed from March 1, 2016 through approximately October 31, 2016.

Chapter 8, Construction Administration, of the DIA Design Standards Manual (DSM), Volume 1 and the DIA Project Management Guidelines (PMG) were utilized as a guideline in detailing this scope of work. It is anticipated that the CA Services Team will begin CA Services soon after the Contractor is issued their administrative NTP which is anticipated on January 15, 2016. Construction completion is anticipated for October 31, 2016 with CA Services to conclude 60 days after construction is completed with the transmittal of Record Drawings.

DESCRIPTION OF PROJECT

Package 2A of the project is located on the southeast quadrant of Concourse B and Package 2B of the project is located on the east end of Concourse C. For purposes of this proposal, it is assumed that the project limits include all work shown in Figures 1, 2, and 3 below including the add alternates in Figure 3. The project construction scope includes full reconstruction of the concrete apron pavement section, adjustment of utilities and other miscellaneous construction activities associated with aircraft parking gates. CA Services will commence after the administrative NTP is issued to the Contractor, which allows the Contractor to proceed with the material submittal process and preparation of job mix designs before actual construction begins. Double shifting for CA Services is excluded from this project.

FIGURE 1. PACKAGE 2A PROJECT LIMITS

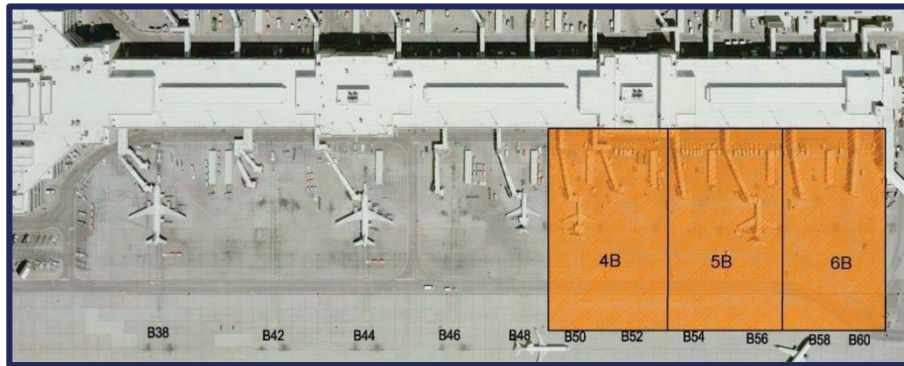


FIGURE 2. PACKAGE 2B PROJECT LIMITS

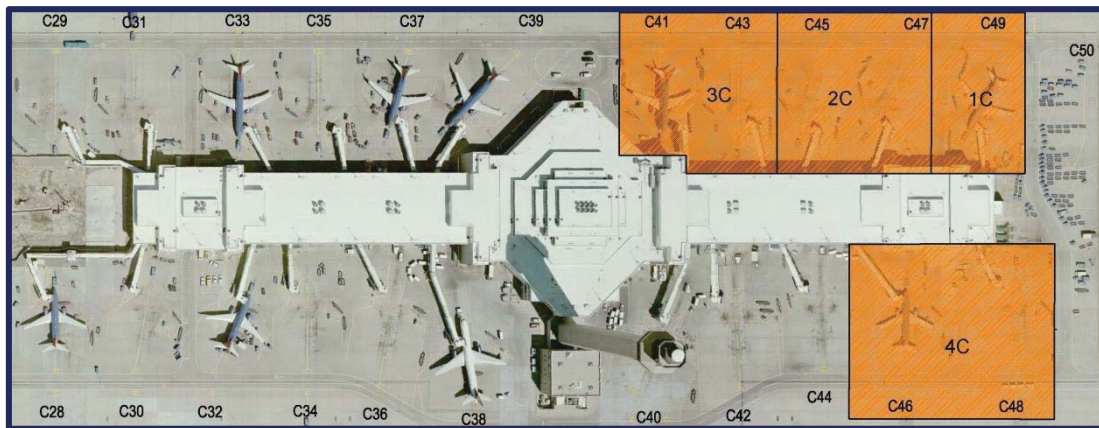
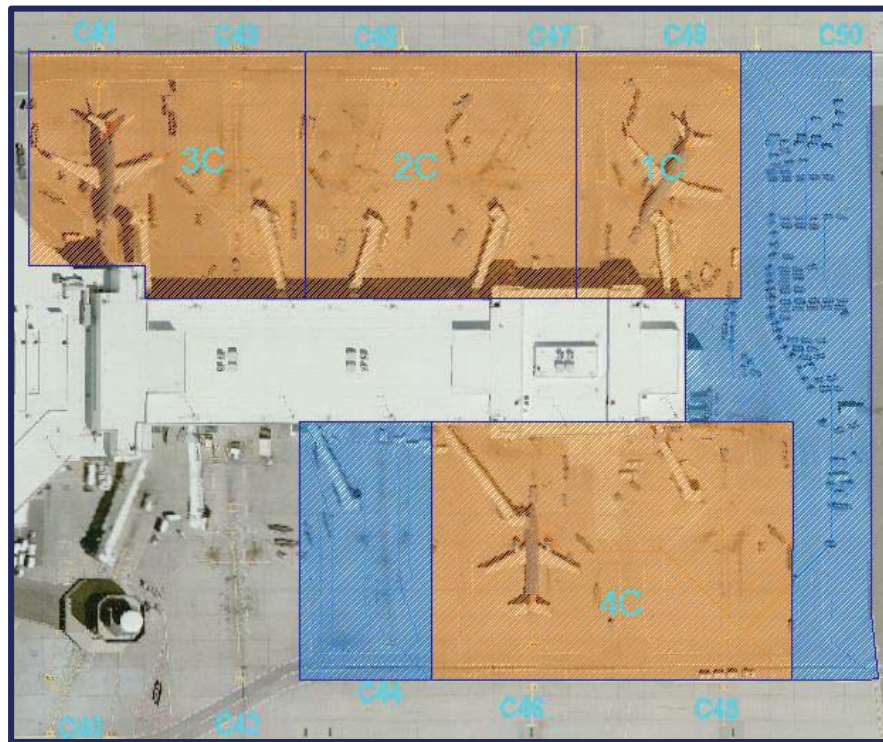


FIGURE 3. ALTERNATE 1 GATE C44, ALTERNATE 2 EAST APRON PROJECT LIMITS



SCOPE OF WORK

CA Services as outlined in Chapter 8 - Construction Administration, of the DIA DSM include the following:

- Attend construction meetings
- Visit project site at appropriate intervals
- Complete observation reports
- Review and process submittals
- Interpretation of contract documents
- Review and evaluate contract documents
- Review and participate in negotiation of change orders, as requested by the DIA Project Manager
- Assist DIA Project Manager in testing observation
- Assist DIA Project Manager with final acceptance review
- Miscellaneous services as directed by the DIA Project Manager
- Maintain compliance with DIA Project Management Guidelines (PMG)

The CA services team will endeavor to protect DIA against defects and deficiencies in the work performed by contractors on the projects, including any failure of the work to conform to contract drawings and specifications. The CA services team does not assume to have control over, have charge of, or responsibility over, any of the Contractors' or manufacturers' construction means, methods, techniques, sequences, procedures or safety precautions and

programs in connection with the construction of the project or for the failure of any of the Contractors to perform their work in accordance with the contract documents, work and/or failures.

The CA services team intends to meet or exceed M/WBE commitments as required by Contract.

Work elements included in this scope are as follows:

1.1 Project Management

Major work items under project management include the following:

- 1) Prepare scope and fees
- 2) Project setup
- 3) Review of budget
- 4) Review of construction and staffing schedule
- 5) Subconsultant M/WBE coordination

2.1 Construction Administration

Construction activities are expected to commence on March 1, 2016 with an approximate completion date of October 31, 2016.

The CA services team' efforts will commence upon issuance of the administrative NTP to the Contractor and continue through construction project close-out. It is anticipated that closeout will be completed 60 days from construction completion. Work includes all administrative support that is required to assist the DIA Project Manager and DIA field staff during all phases of construction; as well as during the project close-out phase.

2.1.1 Notification of Errors and/or Omissions. The CA services team will promptly notify the DIA Project Manager of any inconsistencies, improper cross-references, omissions or ambiguities in the accepted Issued for Construction documents, change directives or change orders. The DIA Project Manager will inform The CA services team when noted errors and/or omissions must be corrected.

2.2 Construction and Procurement. The CA services team will participate in the following construction and procurement tasks as directed by the DIA Project Manager:

2.2.1 Pre-Construction Conference. The CA services team will assist in review work plans prior to meetings and attend one pre-construction conference to participate in a general review of the contract requirements with the DIA Project Manager, DIA staff, Contractor, subcontractor(s), material suppliers, and QC/QA representatives. It is anticipated that this meeting will take approximately 2 hours.

2.2.2 Pre-Work Meetings. The CA services team will assist the DIA Project Manager with review of Contractor prepared work plans prior to pre-work meetings. The CA services

team may attend pre-work meetings as requested by the DIA Project Manager. The CA services team will be the expert representing each contract requirement for the general work and or the specification/drawing documents related to the trade. The CA services team' representatives will be completely familiar with actual construction materials, techniques, sequences of work, etc. While it is not anticipated that the design team will attend the pre-work meetings, there will be approximately 3 pre-work meetings per phase.

2.2.3 Weekly Construction Meetings. The CA services team will attend weekly construction meetings every other week. The CA services team will review the Contractor's work schedule while identifying critical path work items which may expedite work activities or increase value and quality of construction. It is anticipated that there will be a minimum of 36 weekly meetings for the duration of the construction work with The CA services team attending ten (18).

2.3 Construction Observations. The CA services team will conduct on-site visits with the DIA Project Manager or their designated representative(s) to observe and assist with any critical path work items or other work items which may impact the overall project quality and/or schedule. It is assumed that two (2) hour site visits will occur following each weekly construction meeting attended in accordance with paragraph 2.1.3 above.

The CA services team will review the Contractor's work for quality and conformance with the plans and contract documents. All inspections will be documented and any concerns will be discussed promptly with the DIA Project Manager.

2.3.1 Preliminary and Completion Inspections. The CA services team will participate in additional project inspections at initial, completion and pre-final phases of critical work items as requested by the DIA Project Manager. The CA services team will prepare and submit written observation reports to the DIA Project Manager on the results of these inspections. It is assumed that these inspections will take a minimum of 2 hours each to complete. It is also assumed that there will be 4 such inspections per phase. Where possible, these will be combines with weekly construction observation meetings.

2.3.2 Punch Lists. The CA services team will assist the DIA Project Manager in identifying and preparing punch list work items. These items will be reviewed with the DIA Project Manager and then their completion by the Contractor will be assessed to ensure it is conducted in an acceptable manner. A minimum of 7 punch lists, one for each phase, is anticipated.

2.3.3 Final Inspection Certificates. Upon completion of final inspection and verification of the completion of punch list items, The CA services team will assist the DIA Project Manager

in the preparation of any final inspection certificates and documents required to closeout affected contracts and to facilitate final payment.

2.3.4 Warranties. The CA services team will assist the DIA Project Manager in the review of written warranties and guaranties required by the Contract.

2.3.5 Observation Reports. The CA services team will prepare and submit observation reports to the DIA Project Manager within twenty four (24) hours of each site visit. The observation report will summarize the specifics of each site visit including any recommendations given to questions raised by the DIA Project Manager or their representatives. The report will include the following information:

- 1) Description of all defects in materials incorporated in the work or on-site stored materials, furnishings, equipment and workmanship or any other failure by the Contractor or its subcontractors to perform their work in full compliance with the Contract Documents.
- 2) Recommendations for correcting observed defects and non-conforming work or material. The CA services team will immediately notify the DIA Project Manager verbally and document conversation in the observation report. Any defects and/or non-conforming work which may have potential delays to construction if not addressed immediately will be identified.

2.4 Consultant Review of Submittals. The DIA Project Manager will transmit copies of the Contractor's submittals to The CA services team for review and acceptance in accordance with Section 807 - Review of Contractor/Procurement Submittals, of the DIA DSM.

The CA services team will return submittals to the DIA Project Manager within 10 calendar days of their receipt so that the Contractor receives them within 14 calendar days. Review comments and/or action(s) noted will be stamped in accordance with Section 807.3 - Consultant Review Stamp, of the DIA DSM. Submittal reviews will not relieve the Contractor from responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies or omissions. It is anticipated that no more than 150 submittals are required for this project, including shop drawings, job mix formulas and re-submittals.

2.4.1 Review of Deficiencies and NCRs. The CA services team will review deficiencies and non-conformance requests (NCRs) forwarded by the DIA Project Manager. The purpose of these written requests is to correct deficiencies in the work. A total of 25 are anticipated.

2.4.2 Request for Information (RFI). The CA services team will assist in the review of RFIs with responses returned to the Contractor within 5 calendar days. It is anticipated that no more than fifty (50) RFIs will be reviewed by The CA services team during each phase of work. Response and documentation will be submitted to the DIA Project Manager in an approved format as requested.

2.5 Changes in the Construction Work. The CA services team will assist as requested with the review, evaluation, preparation and processing of all change notices, change directives, change orders and all change requests prepared by others in the following manner:

2.5.1 Change Request (CR). When directed by the DIA Project Manager, The CA services team will prepare supporting documentation for change requests including but not limited to the following:

- A. Cost estimate consistent with standard cost estimate format.
- B. Evaluation of schedule impact stated in days of duration and specifying Contractor activities impacted.
- C. Document preparation. The CA services team will prepare specifications and construction drawings to depict the proposed change. Appropriate revisions to the contract drawings and specifications required by the change will be provided.
- D. The CA services team will provide documentation of interim changes to the contract documents as requested by the DIA Project Manager for construction purposes to effectively not delay any construction activities.
- E. The CA services team will review CR submittal document for compliance with all code and regulatory agency requirements.
- F. The CA services team will incorporate all accepted change directives and change orders into the CADD model and continually incorporate all accepted changes into the contract drawings and specifications.

2.5.2 Review and Negotiation of Changes. The CA services team will assist as requested with the review and negotiation of costs and schedules submitted by the Contractor associated with changes. Reviews comments and recommend acceptance or rejection of such costs and durations will be documented. Cost estimate consist of a rough order of magnitude (ROM) calculation.

2.5.3 Time Extensions or Change in Construction Contract Amount. The CA services team will prepare written responses and/or drawings for the DIA Project Manager as requested in response to Contractor requests for explanation or clarifications. If the Contractor submits a Contractor Change Request (CCR) to the DIA Project Manager, The CA services

team will further assist in its review and evaluation and submit a written recommendation. A total of 10 such requests are anticipated.

- 2.5.4 Change Analysis.** When requested, The CA services team will furnish an evaluation of whether or not the scope of work described in a third party submittal of a change is complete, what impact the change may have on other portions of the Contractor's work and on construction work by other contractors, the impact of the change on schedules and an estimate of the cost of the proposed change in the work.
- 2.5.5 Written Recommendations.** The CA services team will provide written recommendations to the DIA Project Manager on the desirability of the proposed change(s).
- 2.6 Contractor Substitutions.** The CA services team will review, evaluate and make recommendations on all Contractor requests for the use of "or equals" and substitutions. Should The CA services team not support recommended substitution or an "or equal," specifics and detailed reasons for the denial will be provided in writing. It is anticipated that no more than five (5) requests for substitution will be reviewed.
- 2.7 Miscellaneous Services.** The CA services team agrees to perform the following services whenever they are requested by the DIA Project Manager. All miscellaneous services as written in Section 812 – Miscellaneous Services, of the DIA DSM.
- 2.7.1 Written Opinions.** The CA services team will provide written opinion(s) on whether any failures by the Contractor or manufacturer to perform in accordance with the contract documents are of sufficient magnitude to constitute a basis for terminating the contract.
- 2.7.2 Contractor Claims.** The CA services team will in a timely manner provide assistance in the review and analysis of CCRs and Contractor claims for changes in contract price and contract time, as requested by the DIA Project Manager.
- 2.7.3 Product Records.** The CA services team will not be responsible for providing any product or equipment document information.
- 2.7.4 Additional Services.** The CA services team will provide other assistance and advice requested by the DIA Project Manager which is reasonably related to the Work it is required to perform during the Construction Phase. Assistance may include, but will not be limited to, assisting Contractors' coordination of work with interfacing contractors and preparing design modifications required by the DIA Project Manager to maintain the progress of the work, design intent and quality of work.

2.8 Record Documents. The CA services team will perform the following tasks related to record documents:

- A. Record drawings. Incorporate all changes to the project and any deviations between the drawings and the work actually performed in AutoCAD Civil 3D BIM format. BIM information will include pipe networks and data tables that conform to FAA AC 150/5300-18B. The DIA Project Manager will provide red-lined “as-builts” prepared by the Contractor and/or DIA project management to The CA services team within 45 days of the completion of construction. Annotations in the title block shall be removed and “Project Record” and date of final construction contract completion shall be entered in the title block. The CA services team will check that clarifications made during construction by Change Directive (CD), Change Orders (CO), Request for Information (RFI), and other data furnished to the Consultant by the DIA Project Manager

- B. Transmittal to DIA. The CA services team will transmit record documents to the DIA Project Manager. Submittals will be delivered in electronic (.pdf) format and AutoCAD Civil 3D electronic (.dwg) format. Electronic submittals will be on CD-ROM. Each disc will be clearly labeled with the Construction Project Number and Title, Design Contract Number, disc number, and date of submittal. The files shall not be protected and will contain the text, illustrations, tables, schedules and exhibits contained in the document. Submittal of record documents to the FAA-DEN-ADO will be coordinated by the DIA Project Manager.

The City and County of Denver will not make final payment to The CA services team, until all record documents have been submitted and approved by the DIA Project Manager.

Exhibit B

PROFESSIONAL SERVICES

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2014

City and County of Denver



DENVER INTERNATIONAL AIRPORT

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I. PURPOSE

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

II. TASK ORDER-BASED CONTRACTS (Airport Infrastructure Management)

1. Introduction

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

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

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

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

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

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

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

2. Work Schedule

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

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

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

3. Progress Payment Measurement Alternatives

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

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

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

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

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

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

4. Invoices and Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Monthly Progress Report Development

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

- a.) Executive Summary
- b.) Work Schedule (per Primavera Unifier)
- c.) Cost Status
- d.) Cash Flow Requirements
- e.) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- f.) Status of Task Order
- g.) Drawing/Document Schedule and Status
- h.) Task/Project Schedule and Manpower Status
- i.) Task/Project Activities Planned for Next Month
- j.) Monthly Task/Project Activity and Accomplishments

- k.) Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
- l.) Change Order Log – Approved and Pending

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

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

6. Schedule Changes and Increase in Project Amount

6.1 Any requests for schedule changes or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

7. Allowable General and Administrative Overhead (Indirect Costs)

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

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

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

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

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

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

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

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

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

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

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

8. Allowable (Non-Salary) Expenses

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

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

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

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

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

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

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

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

8.7 Meals: The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one

method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.

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

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

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

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

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

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

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

8.14 Preparation Of Proposals: Costs for proposal preparation and negotiation will not be reimbursable.

9. Summary of Contract Task Order Control

9.1 Prior To Commencement Of Work – Submittals Required

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

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

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

9.1.5 Work Schedule and Task List formatting

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

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

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

9.2.3 Final Organizational Chart of the Prime Contractor and all Subconsultants.

9.3 Within 7 Days After Issuance of Task Order

9.3.1 Correspondence Control Methods and Progress Report Format

9.3.2 Invoice and Progress Payment Format

9.3.3 The Consultant shall submit their proposed Monthly Progress Report Format

9.4 Bi-Weekly Submittal

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

9.5 Monthly Submittals

9.5.1 The Consultant shall submit the Monthly Progress Report.

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

9.6 Within 7 Days After Request For Proposal For Task Order – Submittals Required

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

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

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

10. Information Management Format and Electronic-Mail Protocols

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

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

10.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the

Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DIA records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DIA procedures, processes and systems.



Attachment A - Monthly Invoice Checklist

Professional Services Agreements

Date: _____ **Invoice Number:** _____

Contract Number: _____

Contract Name: _____

Consultant: _____

(Name)

(Address)

Monthly Progress Payment Invoice and Exhibit B Progress Requirements Checklist:

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

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

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

Signature

Date

Type Name and Title

Attachment B – Professional Employee Authorization Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Employee Title: _____

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

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

Qualifications: _____

Resume Attached: Yes / No

Facsimile Signature: _____

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

Signature Date

Type Name and Title

Attachment D - Mileage Reimbursement Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

Attachment E - Advance Travel Authorization Form



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

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

Traveler's Employer: _____

Destination: _____

Duration: From _____ **To** _____

Purpose of Trip: _____

Approximate Travel Costs: \$ _____

Reviewed by: _____
Project Manager _____ Date _____

Approved by: _____
Section Manager _____ Date _____

Approved by: _____
Deputy Manager _____ Date _____

cc: BMS Contract Administrator

Exhibit C Key Personnel & Rates

Key Personnel, CH2M Dedicated Project Team	Billing Rate
Claire Koran, PE – Project Manager	\$147.37
Nick Rollo, PE – Senior Program Manager	\$196.54
Dean Rue, PE – Airfield Technology-Quality Manager	\$235.32
Bryan Keas, PE – Airfield/Document Interpretation	\$136.67
Chris Rivera, PE – Civil Design/GIS	\$124.47
Ania Taylor, PE – Pavement	\$116.23
Chris Dodge, PE – Utilities	\$86.49
Doug Stewart, PE – Drainage	\$160.85
Scott Schroeder – Construction Administration	\$123.67
Alex Tweedle, EIT – Geometry	\$75.07
Darrin Vlcek – CAD Support	\$75.88
Subconsultants: Dedicated Project Team	Billing Rate
Landen Yasuda, PE – Grading/Civil 3D	\$116.26
Stephen Bennett, PE – Hydrant Fueling	\$169.00
Wade Gilbert, PE – Geotechnical	\$137.09
Robert Maestas, PLS – Surveying	\$175.47
Crystal Backhaus, PE – Structural	\$117.98
Support Staff – CH2M	
CH2M anticipates very little if any involvement from these employees, but can utilize these resources if the projects require	
	Billing Rate
John Thompson, PE – Contract Authorization	\$182.66
Bill VanHercke, PE – Principal-in-Charge	\$182.66
Laura Holthus – Airfield Planning	\$149.94
Chris Pomeroy – Airfield Planning	\$143.53
Chad Picard, PE – Phasing/CSPP	\$126.00
Molly Hoppe, PE – Airfield Marking	\$82.61
Mike Southwick, PE – Airfield Electrical	\$136.73
Scott Jacobs, PE – Airfield Electrical	\$98.41
Geoff Hunsaker, PE – Grading/Civil 3D	\$93.86
Lon Robbins, PE – Drainage	\$128.97
Sam Waziri – CAD Support	\$79.25
Brian Bartlett – CAD Support	\$102.22
Jeff Campbell, PE – Constructability Reviews	\$130.79

Exhibit C
Key Personnel & Rates

Kurt Reno – Submittal Reviews	\$106.49
Bill Nagle, EIT – RFI's	\$73.10
Loretta LaRiviere – Administrative Support	\$84.76
Jamie Davis – Administrative Support	\$53.74
Support Staff – Subconsultants Minor roles as the projects require	
Melanie Barnes, PE – Phasing/CSPP	\$134.36
Jamie Overgaard, PE – Permitting	\$174.13

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201522926 –Gate Apron Rehabilitation

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit \$1,000

The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area Each Occurrence and aggregate \$9,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

Per Claim \$1,000
Aggregate \$1,000

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. 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:

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

NOTICE OF CANCELLATION

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

Exhibit E

Letters of Intent

**CH2M Hill, Inc. 201522926
Gate Apron Rehabilitation and Drainage Improvements -
2017-2018 Design and CA Services**



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
8500 Pena Blvd, Suite 7810
Denver, CO 80249
Phone: 303.342.2189 Fax: 303.342.2190

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to bridget.tetteh@flydenver.com , **OR**
 - Fax: 303.342.2190,
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No.: 201522926	Project Name: Gate Apron Rehabilitation and Drainage Improvements 2017-2018 Design and CA Services
--------------------------------	---

**A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE**

Name of Bidder/Consultant: CH2M Hill	Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 720-286-3534
Contact Person: Nick Rollo	Email: nick.rollo@ch2m.com	Fax:
Address: 9191 S. Jamaica Street	City: Englewood	State: CO Zip: 80112

**B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant**

Name of Certified Firm: 105West, Inc.	Phone: 303-859-4491
Contact Person: Robert C. Maestas	Email: rmaestas@105westinc.com Fax:
Address: 4201 E. Yale Avenue., Suite 230	City: Denver State: CO Zip: 80222

Please check the designation which applies to the certified firm.	<input checked="" type="checkbox"/>	M/WBE (√)	<input type="checkbox"/>	SBE (√)	<input type="checkbox"/>	EBE (√)	<input type="checkbox"/>	DBE (√)	<input type="checkbox"/>	Self-Performing (√)
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Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
Airfield Surveying

<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Broker (√)
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Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$	%
----	---

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is:	\$300,000.00
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Bidder/Consultant's Signature:	Date: Nov. 30, 2015
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Title: **Program Manager**

M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:	Date: Nov. 30, 2015
--	----------------------------

Title: **President**

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this **Letter of Intent** shall be null and void.



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.lydenver.com

October 15, 2015

Robert Maestas
105 West, Inc.
2140 S. Ivanhoe St., STE G5
Denver, CO 80222

Dear Robert Maestas:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved 105 West, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. 105 West, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 15, 2015 to October 14, 2016

Listed below is each NAICS code and Work Specialty for which 105 West, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541370: LAND SURVEYING SERVICES
DENVER-541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)

WORK SPECIALTY:

Land surveying, mapping and right of way services

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter



Office of Economic Development
 Division of Small Business Opportunity
 Compliance Unit
 8500 Pena Blvd, Suite 7810
 Denver, CO 80249
 Phone: 303.342.2189 Fax: 303.342.2190

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to bridget.tetteh@flydenver.com, **OR**
 - Fax: 303.342.2190,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201522926	Project Name: Gate Apron Rehabilitation and Drainage Improvements 2017-2018 Design and CA Services
--------------------------------	---

**A. The Following Section Is To Be Completed by the Bidder/Consultant
 This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE**

Name of Bidder/Consultant: CH2M Hill		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 720-286-3534	
Contact Person: Nick Rollo		Email: nick.rollo@ch2m.com		Fax:
Address: 9191 S. Jamaica Street		City: Englewood		State: CO Zip: 80112

**B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
 This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant**

Name of Certified Firm: JF Sato and Associates			Phone: 303-797-1200 ext. 1308	
Contact Person: Gerrit Higashi		Email: ghigashi@jfsato.com		Fax:
Address: 5878 S. Rapp Street		City: Denver		State: CO Zip: 80120

Please check the designation which applies to the certified firm.	<input checked="" type="checkbox"/>	M/WBE (√)	<input type="checkbox"/>	SBE (√)	<input type="checkbox"/>	EBE (√)	<input type="checkbox"/>	DBE (√)	<input type="checkbox"/>	Self-Performing (√)
---	-------------------------------------	---------------------	--------------------------	-------------------	--------------------------	-------------------	--------------------------	-------------------	--------------------------	-------------------------------

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
Structural Design Support

<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Broker (√)
-------------------------------------	--	--------------------------	---------------------	--------------------------	-------------------

Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$	%
----	---

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is:	\$200,000.00
---	---------------------

Bidder/Consultant's Signature:	Date: Nov. 30, 2015
Title: Program Manager	
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:	Date: 12-1-2015
Title: Operations Manager	

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

August 13, 2015

James Sato
J.F. Sato & Associates, Inc.
5878 S. Rapp St.
Littleton, CO 80120

Dear James Sato:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved J.F. Sato & Associates, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. J.F. Sato & Associates, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 13, 2015 to August 12, 2016

Listed below is each NAICS code and Work Specialty for which J.F. Sato & Associates, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
DENVER-237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE
DENVER-237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE
DENVER-237990: CONSTRUCTION MANAGEMENT, TUNNEL
DENVER-541330: CIVIL ENGINEERING SERVICES
DENVER-541330: CONSTRUCTION ENGINEERING SERVICES
DENVER-541330: ENVIRONMENTAL ENGINEERING SERVICES
DENVER-541330: TRAFFIC ENGINEERING CONSULTING SERVICES
DENVER-541370: LAND SURVEYING SERVICES
DENVER-541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)
DENVER-541620: ENVIRONMENTAL CONSULTING SERVICES
DENVER-541620: SITE REMEDIATION CONSULTING SERVICES

WORK SPECIALTY:

Professional consulting, engineering and environmental firm specializing in planning, design, surveying and construction management for infrastructure projects.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
8500 Pena Blvd, Suite 7810
Denver, CO 80249
Phone: 303.342.2189 Fax: 303.342.2190

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to bridget.tetteh@flydenver.com , **OR**
 - Fax: 303.342.2190,
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No.: 201522926

**Project Name: Gate Apron Rehabilitation and Drainage Improvements
2017-2018 Design and CA Services**

**A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE**

Name of Bidder/Consultant: CH2M Hill		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 720-286-3534	
Contact Person: Nick Rollo		Email: nick.rollo@ch2m.com		Fax:
Address: 9191 S. Jamaica Street		City: Englewood		State: CO Zip: 80112

**B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant**

Name of Certified Firm: Kumar and Associates, Inc.			Phone: 303-742-9700			
Contact Person: Wade Gilbert		Email: wgilbert@kumarusa.com		Fax: 303-742-9666		
Address: 2390 S. Lipan St.		City: Denver		State: CO	Zip: 80223	
Please check the designation which applies to the certified firm.		<input checked="" type="checkbox"/> M/WBE (√)	<input checked="" type="checkbox"/> SBE (√)	<input type="checkbox"/> EBE (√)	<input checked="" type="checkbox"/> DBE (√)	<input checked="" type="checkbox"/> Self-Performing (√)

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

N/A

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
Geotechnical Investigations and Design

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Broker (√)
---	---------------------------------------	-------------------------------------



Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$	%
----	---

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:

3 %

If the fee amount of the work to be performed is requested, the fee amount, is: **\$300,000.00**

Bidder/Consultant's Signature: 	Date: Nov. 30, 2015
Title: Program Manager	
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 	Date: 12/01/2015
Title: President	

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.

Narender Kumar
Kumar & Associates, Inc. DBA Kumar & Associates
2390 S Lipan St
Denver, CO 80223

Dear Narender Kumar:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Kumar & Associates, Inc. DBA Kumar & Associates for certification as a Minority/Women Business Enterprise (M/WBE). Kumar & Associates, Inc. DBA Kumar & Associates will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

May 7, 2015 to May 6, 2016

Listed below is each NAICS code and Work Specialty for which Kumar & Associates, Inc. DBA Kumar & Associates is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE
DENVER-237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE
DENVER-541330: CIVIL ENGINEERING SERVICES
DENVER-541330: ENVIRONMENTAL ENGINEERING SERVICES
DENVER-541330: GEOLOGICAL ENGINEERING SERVICES
DENVER-541380: ENVIRONMENTAL TESTING LABORATORIES OR SERVICES
DENVER-541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES
DENVER-541380: LABORATORY TESTING (EXCEPT MEDICAL, VETERINARY) SERVICES
DENVER-541380: SOIL TESTING LABORATORIES OR SERVICES
DENVER-541620: ENVIRONMENTAL CONSULTING SERVICES
DENVER-541620: SITE REMEDIATION CONSULTING SERVICES
DENVER-562910: ASBESTOS ABATEMENT SERVICES
DENVER-562910: ENVIRONMENTAL REMEDIATION SERVICES

WORK SPECIALTY:

Construction Management Services; Laboratory and Materials Testing; Environmental/Remediation Services; Laboratory, Soil and Materials Testing; Civil, Geotechnical and Environmental Engineering

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Chris Martinez
Director

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: nkumar@kumarusa.com Sent on: 5/8/2015 1:41:21 PM System ReferenceID: 26382175



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
8500 Pena Blvd, Suite 7810
Denver, CO 80249
Phone: 303.342.2189 Fax: 303.342.2190

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to bridget.tetteh@flydenver.com, **OR**
 - Fax: 303.342.2190,
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No.: 201522926	Project Name: Gate Apron Rehabilitation and Drainage Improvements 2017-2018 Design and CA Services
--------------------------------	---

**A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE**

Name of Bidder/Consultant: CH2M Hill		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 720-286-3534	
Contact Person: Nick Rollo		Email: nick.rollo@ch2m.com		Fax:
Address: 9191 S. Jamaica Street		City: Englewood		State: CO Zip: 80112

**B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant**

Name of Certified Firm: The Lund Partnership, Inc.			Phone: 303-989-1461 ext. 11	
Contact Person: Jenelle Lund		Email: jlund@lundpartnership.net		Fax:
Address: 12265 W. Bayaud Ave., Suite 130		City: Lakewood		State: CO Zip: 80228

Please check the designation which applies to the certified firm.	<input checked="" type="checkbox"/>	M/WBE (√)	<input type="checkbox"/>	SBE (√)	<input type="checkbox"/>	EBE (√)	<input type="checkbox"/>	DBE (√)	Self-Performing (√)
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Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
Drainage Design Support

<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Broker (√)
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Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$	%
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Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is:	\$200,000.00
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Bidder/Consultant's Signature:		Date: Nov. 30, 2015
Title: Program Manager		
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:		Date: 12/01/15
Title: PRESIDENT		

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pea Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.lydenver.com

February 10, 2015

Jenelle Lund
The Lund Partnership, Inc.
12265 W. Bayaud, Suite 130
Lakewood, CO 80228

Dear Jenelle Lund:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved The Lund Partnership, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. The Lund Partnership, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

February 5, 2015 to February 4, 2016

Listed below is each NAICS code and Work Specialty for which The Lund Partnership, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER-541330: CIVIL ENGINEERING SERVICES
DENVER-541370: LAND SURVEYING SERVICES

WORK SPECIALTY:

Civil Engineering and Land Surveyor Services

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter

of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink that reads "Chris Martinez". The signature is written in a cursive, flowing style.

Chris Martinez
Director



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
8500 Pena Blvd, Suite 7810
Denver, CO 80249
Phone: 303.342.2189 Fax: 303.342.2190

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to bridget.tetteh@flydenver.com , **OR**
 - Fax: 303.342.2190,
- **FOR RFPs and RFQs: LOIs should be included with Submittal**

Contract No.: 201522926

**Project Name: Gate Apron Rehabilitation and Drainage Improvements
2017-2018 Design and CA Services**

**A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE**

Name of Bidder/Consultant: CH2M Hill		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 720-286-3534	
Contact Person: Nick Rollo		Email: nick.rollo@ch2m.com		Fax:
Address: 9191 S. Jamaica Street		City: Englewood		State: CO Zip: 80112

**B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant**

Name of Certified Firm: Shrewsberry and Associates			Phone: (303) 351-5026		
Contact Person: Matt Nutter		Email: mnutter@shrewsusa.com		Fax:	
Address: 2696 S. Colorado Blvd. Suite 585		City: Denver		State: CO Zip: 80222	
Please check the designation which applies to the certified firm.	<input checked="" type="checkbox"/> M/WBE (√)	<input checked="" type="checkbox"/> SBE (√)	<input type="checkbox"/> EBE (√)	<input checked="" type="checkbox"/> DBE (√)	<input type="checkbox"/> Self-Performing (√)

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
Assist with Airfield Design, Bidding Services and Airfield Construction Administration

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Broker (√)
---	---------------------------------------	-------------------------------------

Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$	%
----	---

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is:	\$1,000,000.00
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Bidder/Consultant's Signature:	Date: Nov. 30, 2015
Title: Program Manager	
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:	Date: 12/1/15
Title: V.P. COO	

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.



201 W Colfax Ave, Dept 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Blvd
Denver, CO 80249
p: 303.342-2180
f: 303.342.2190
www.flydenver.com

November 5, 2015

William Shrewsberry
Shrewsberry & Associates, LLC
7321 Shadeland Station #160
Indianapolis, IN 46256

Dear William Shrewsberry:

The City and County of Denver, Division of Small Business Opportunity (DSBO) is in receipt of your renewal application for Shrewsberry & Associates, LLC.

We are extending your certification while your application is in process. Therefore, Shrewsberry & Associates, LLC will have the following certification(s) until February 5, 2016.

- Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)
- Disadvantaged Business Enterprise (DBE)
- Emerging Business Enterprise (EBE)
- Minority/Women Business Enterprise (MWBE)
- Small Business Enterprise (SBE)
- Small Business Enterprise-Concessions (SBEC)

Review of your documentation will begin in the near future. Please note that at any time during this review, a Certification Analyst may request additional information to complete the review.

Please notify our office immediately, if there are any changes in legal status, management, control, or ownership of your business, contact information, etc, from that provided on the documentation submitted to our office.

If you have any questions, please contact us at (303) 342-2434 or via email at certificationinfo@denvergov.org. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "LaQuisha Murray".

LaQuisha Murray
Certification Team
(303) 342-2204