

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"), and **OLIVER WYMAN, INC.**, a Delaware corporation authorized to do business in Colorado ("**Consultant**").

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional revenue advising services to its Department of Aviation; and

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

**WHEREAS**, Consultant is qualified and ready, willing, and able to perform the requested professional services to the City in accordance with the terms set forth in this Agreement;

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

#### 1. LINE OF AUTHORITY:

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

#### 2. SCOPE OF WORK:

A. **General:** The Consultant will provide professional revenue advising services, as designated by the Manager or the Project Manager from time to time and as described in the attached **Exhibit A** ("Scope of Work" or "work") in accordance with schedules and budgets to be mutually agreed upon.

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

### 3. COMPENSATION AND PAYMENT:

A. **Fee:** The City hereby agrees to pay the Consultant, and Consultant agrees to accept as its sole compensation for its services rendered under this Agreement, an amount based on the hourly billing rates and reimbursable expenses as outlined in **Exhibit B.**

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

C. **Invoices:** Payments shall be based upon monthly invoices and receipts submitted by Consultant that have been audited and approved by the City in accordance with this Section 3.C., as follows:

(1) A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice.

(2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by the City, at City request.

(3) The amounts shown on the invoices shall comply with and clearly reference the Scope of Work, the hourly rate where applicable, and allowable reimbursable expenses.

(4) Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(5) The signature of an officer of Consultant, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

D. The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced exceeds the amount which should be paid based upon the work which has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. Section 5-17.

### 4. MAXIMUM CONTRACT AMOUNT: FUNDING:

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

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Consultant acknowledges that (i) City does

not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

## **5. TERM:**

The Term of this Agreement shall **commence on December 1, 2013, and shall terminate on November 30, 2016**, unless sooner terminated as provided in this agreement. Should for any reason the Term expire prior to the completion by Consultant of a task, then in the Manager's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

## **6. EXAMINATION OF RECORDS:**

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

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

## **7. STATUS OF CONSULTANT:**

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

**8. ASSIGNMENT:**

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

**9. SUBCONSULTANTS AND SUBCONTRACTORS:**

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

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

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

**10. NO DISCRIMINATION IN EMPLOYMENT:**

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

## **11. INSURANCE:**

A. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Consultant shall submit to the City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

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

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

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

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

## **12. DEFENSE AND INDEMNIFICATION:**

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are due to the negligence, fault, fraud, willful misconduct, or bad faith of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers, including breach of confidentiality obligations or third-party intellectual property infringement claims ("Claims"), unless such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify City.

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

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

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

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

### **13. LIMITATION OF LIABILITY**

Consultant's liability to the City arising out of this Agreement shall not exceed Two Million Dollars (\$2,000,000), except that such limitation shall not apply to liability arising in relation to: (i) personal injury, death or tangible property damage; (ii) willful misconduct, fraud or bad faith; (iii) breach of confidentiality obligations; or (iv) third-party intellectual property infringement claims. Further, this limitation of liability shall not be construed to lessen, limit or otherwise modify Consultant's insurance obligations under Section 11 above.

### **14. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

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

### **15. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:**

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

B. Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 12, "Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights, and except for infringement otherwise caused solely by the City.

**16. OWNERSHIP OF WORK PRODUCT:**

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

**17. ADVERTISING AND PUBLIC DISCLOSURES:**

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

**18. COLORADO OPEN RECORDS ACT:**

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

**19. SENSITIVE SECURITY INFORMATION:**

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

**20. AIRPORT SECURITY:**

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

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

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

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



**21. TERMINATION:**

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

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

C. Upon termination of this Agreement by the City, Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

**22. NOTICES:**

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

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

And by City to:                   Oliver Wyman, Inc.  
P.O. Box 3800-28  
Boston, Massachusetts, 02241

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

**23. RIGHTS AND REMEDIES NOT WAIVED:**

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

**24. NO THIRD PARTY BENEFICIARIES:**

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

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

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

**26. CITY SMOKING POLICY:**

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

**27. GOVERNING LAW; BOND ORDINANCES; VENUE:**

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

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

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

## **28. FEDERAL PROVISIONS:**

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

## **29. CONFLICT OF INTEREST:**

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

## **30. KEY PERSONNEL ASSIGNMENTS:**

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

B. If Consultant decides to replace any of its key professional personnel, it shall notify the Project Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Project Manager, which approval shall not be unreasonably withheld.

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

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

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

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

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

C. The Consultant also agrees and represents that:

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

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

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

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

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

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

**32. ADMINISTRATIVE HEARING:**

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

**33. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

This agreement consists of Sections 1 through 34 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Rates and Reimbursable Expenses
Exhibit C:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 34 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix No. 1
- Sections 1 through 34 hereof
- Exhibit A
- Exhibit B
- Exhibit C

**34. CITY EXECUTION OF AGREEMENT:**

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

**END OF CONTRACT  
APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW**

## APPENDIX NO. 1

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

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

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

The contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PLANE-201312664-00

**Contractor Name:** OLIVER WYMAN INC

By: Robert A Hazel

Name: ROBERT A. HAZEL  
(please print)

Title: PARTNER  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)





## Exhibit A – Scope of Work

The Scope of Work shall be to provide consulting and workforce support services to assist the Airport in optimizing airport revenues and performing financial analyses. Specific projects to be performed by the Consultant will be scoped at the time of need and may vary in size and duration. For each task, Consultant will provide briefings, advice or written reports as designated by the Airport. Projects will be identified and assigned by the Airport and may pertain to the following subjects:

Task	Description
1	Non-airline Revenue Strategy
2	Commercial Division Workforce Support
3	Concessions Revenue Strategy
4	Parking Revenue Strategies
5	Financial Planning & Analysis

	Specific types of analyses required may include, but are not limited to, the following:
1	Market and customer analyses
2	Operational and financial performance analyses
3	Business evaluation and business cases
4	Competitive benchmarking
5	Perform development and financial planning
6	Cost and project risk mitigation strategies
7	Resource assessments
8	Negotiating and procurement strategies
9	Project management assistance
10	Developing action plans and on-going means to monitor success
11	Facilitating working sessions required to engage stakeholders and build alignment on current and required performance, strategic direction, and action plans
12	Other consulting to assist the airport in optimizing revenue sources
13	Market and customer analyses
14	Operational and financial performance analyses
15	Business evaluation and business cases

# Oliver Wyman Team Cost Proposal

Dated November 17, 2013

- A. Most work under this contract is expected to involve on-call services in specialty areas as opposed to general management consulting projects. For on-call services, the following specialist rates are applicable.

CATERGORY	Hourly Rate US\$
Project Manager	320
Senior Specialist	275
Manager	245
Specialist	185
Analyst	175
Graphics	95

Rates are effective for calendar year 2014 and escalate at 3 percent annually.

- B. Hourly rates for the two subconsultants in this project are listed below.

CATERGORY	Hourly Rate US\$
KHO Consulting	191
KRAMER aerotek	232

Rates are effective for calendar year 2014 and escalate at 3 percent annually.

- C. Other fee arrangements are possible depending on the project scope and duration:
1. Fixed fee arrangements for projects that are of defined scope and duration.



2. Daily or weekly fee arrangements for intensive projects that require the resources of a full-time management consulting team. Our management consulting daily rates are listed below. These rates should not be compared with typical consulting 8-hours/day rates as the consultants assigned on this basis work an average of 11-to-12 hours/day and weekends.

CATERGORY	Daily Rate US\$
Partner	7,050
Associate Partner	6,400
Senior Associate	5,050
Associate	4,450
Consultant	3,400

Rates are effective for calendar year 2014 and escalate at 3 percent annually.

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS - DEPARTMENT OF AVIATION**

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Certificate Holder:

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

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**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201312664 – Revenue Advising Services**

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**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability Coverage**

**Coverage:** COLORADO Workers' Compensation

**Minimum Limits of Liability (In Thousands)**

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

And Employer's Liability Limits:

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

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. If the Insured is a sole proprietor, they are not required by the State of Colorado to purchase workers compensation coverage.

**Business Automobile Liability Coverage**

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

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

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

1. Symbol 1, coverage for any auto. If no autos are owned, then the Hired and Non-owned auto liability must be purchased.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.
3. If the Insured does not carry business auto coverage, they must show proof of insurance for limits currently required by the State of Colorado.

**Professional Liability**

**Coverage: Professional Liability**

**Minimum Limits of Liability (In Thousands) Per Claim \$1,000**

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

1. Policies written on a claims-made basis must remain in force for three years ERP in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date

- applicable to coverage under the policy precedes the effective date of this Contract.
3. Any cancellation notice required herein must be provided by Certified Mail. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental services performed under the insured's contract with the City.

### III. ADDITIONAL CONDITIONS

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on these Insurance Requirements 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.