

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of its Department of Aviation ("City"), and **J.A. Watts, Inc.**, a Illinois corporation authorized to do business in Colorado ("Consultant").

WITNESSETH:

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

WHEREAS, the City desires to obtain professional services to assist its Department of Aviation by providing project management and support personnel for use on airport projects; and

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

WHEREAS, Consultant is qualified and ready, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner.

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

1. LINE OF AUTHORITY:

A. **Authority:** Denver International Airports Chief Executive Officer, her designee or successor in function (the "CEO") authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, the Senior Vice President of Airport Infrastructure and Management (the "SVP") is designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated ("Authorized Representative"). The SVP will designate the Project Manager under this Agreement. Administrative reports, memoranda, correspondence, and other submittals required of Consultant shall be processed in accordance with the Project Manager's directions.

B. **Accountability:** Unless otherwise directed by the Authorized Representative, the Consultant shall report directly to the Authorized Representative.

2. SCOPE OF WORK:

A. **General:** As the Authorized Representative directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in the attached **Exhibit A** ("Scope of Work") to the City's satisfaction.

B. **Professional Responsibility:** The Consultant is ready, willing, and able to provide the services required by this Agreement. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. COMPENSATION AND PAYMENT:

A. **Fee:** The City hereby agrees to pay the Consultant, the Core Staff Labor Rates contained in **Exhibit E** ("Core Staff Labor Rates"), which may be modified throughout the term of the Agreement. Modification shall be in the City's sole discretion, and will be memorialized in writing. No formal Amendment is required to modify the Core Staff Labor Rates. The Consultant asserts that Core Staff Labor Rates are business confidential information; therefore, the original form of **Exhibit E** is held at DEN. In no event shall the City be liable for any amount in excess of the sum of the Maximum Contract Liability.

B. **Payments:** All Payments made to Consultant in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth below. Consultant agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. In accordance with DRMC 20-109(e), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the work included on the invoices shall be deemed untimely.

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Consultant that have been audited and approved by the City in accordance with this Section 3.C. and **Exhibit B** ("Scheduling, Progress Reporting and, Invoicing"), as follows:

(1) An executive summary and status reports that describe the progress 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 work, the hourly rate 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.

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

D. **Reimbursement:** All reimbursable travel shall have the prior written approval of the SVP, and be related to and in furtherance of the purposes of Consultant's engagement.

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 Forty Million Dollars (\$40,000,000.00) (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 July 1, 2017 ("Effective Date"), and shall terminate five (5) years from the Effective Date, unless sooner terminated as provided in this Agreement. The City, in the CEO's sole discretion, may elect to extend the term of this agreement for two additional one year terms. The election to extend, shall also extend all terms and conditions of the agreement and be memorialized in a writing issued to the Consultant by the SVP. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the CEO's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

6. EXAMINATION OF RECORDS:

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

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

7. ASSIGNMENT:

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

8. STATUS OF CONSULTANT:

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

9. 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.

10. SUBCONSULTANTS AND SUBCONTRACTORS:

A. Although Consultant may retain, hire, and contract with outside subconsultants for work under this Agreement, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the CEO or the CEO's authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the CEO. Any final agreement

or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

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

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

11. NO DISCRIMINATION IN EMPLOYMENT:

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

12. SMALL BUSINESS ENTERPRISES:

The Consultant is subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is Twenty Five (25%) MWBE. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-consultants and sub-consultants in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded Twenty Five (25%) MWBE, for the duration of this Agreement, unless the City initiates a material alteration to the Scope of Work.

13. PREVAILING WAGE:

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

14. 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. In addition to the completed and executed certificate, Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

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

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

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

15. DEFENSE AND 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.

16. 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.

17. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:

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

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

18. OWNERSHIP OF WORK PRODUCT:

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

19. ADVERTISING AND PUBLIC DISCLOSURES:

Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN shall include only presentation

materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

20. COLORADO OPEN RECORDS ACT:

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

21. SENSITIVE SECURITY INFORMATION:

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

22. AIRPORT SECURITY:

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

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

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

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

23. TERMINATION:

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

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

C. Upon termination of this Agreement by the City, Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than 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 Maximum Contract Amount.

24. NOTICES:

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

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

And by City to:

J.A. Watts, Inc.
18300 East 71st Ave.
Chicago, IL 60607

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

25. RIGHTS AND REMEDIES NOT WAIVED:

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

26. NO THIRD PARTY BENEFICIARIES:

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

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

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

28. CITY SMOKING POLICY:

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

29. GOVERNING LAW; BOND ORDINANCES; VENUE:

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

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

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

30. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices A - E are incorporated herein by reference. Contractor agrees to comply with the provisions listed below and those listed in Exhibit F, incorporated herein by reference.

General Civil Rights - The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Federal Fair Labor Standards Act - This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act - This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Seismic Safety Act - In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Energy Conservation Requirements - Contractor and Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

31. CONFLICT OF INTEREST:

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

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

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and 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 §8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. §20-90.3.

33. ADMINISTRATIVE HEARING:

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

34. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 37 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix A & E:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	Scheduling, Progress Reporting and, Invoicing
Exhibit C:	Certificate of Insurance
Exhibit E:	Initial Core Staff Labor Rates

In the event of an irreconcilable conflict between a provision of Sections 1 through 37 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 A & E
Sections 1 through 37 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit E

35. SEVERABILITY:

In the event any of the provisions of this Agreement shall be found unenforceable or invalid by any court of competent jurisdiction or any governmental agency having applicable authority, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

36. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS

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

37. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201631926-00

Contractor Name: J.A. WATTS, INC.

By: *Julie Watts*

Name: Julie Watts
(please print)

Title: President
(please print)

ATTEST: [if required]

By: *Dan K. Gallas*

Name: Dan Gallas
(please print)

Title: Vice President of Finance
(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 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 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).

**EXHIBIT A
SCOPE OF WORK**

**PROJECT MANAGEMENT AND SUPPORT SERVICES
CONTRACT NO. 201631926
DENVER INTERNATIONAL AIRPORT**

A. INTRODUCTION

The mission of the Airport Infrastructure Management (AIM) division of Denver International Airport (DEN) is to Define, Design and Build all of the infrastructure and facilities developments and maintenance projects at DEN. To achieve that objective AIM augments its staffing needs through the engagement of multi-disciplined Consultants. AIM has overall responsibility for achieving the best design to produce the safest, best quality, schedule and budget framework possible.

Under this contract these duties shall include but not limited to Project Management and Support Services (PMSS) such as management of planning, designing, construction and closeout.

B. GENERAL CONTRACT REQUIREMENTS

1. Typical examples of positions to be filled under this contract may include, but not limited to, are Project Managers, Contract Administrators, Engineers, and Architects.

2. The Consultant, as deemed necessary by the Senior Director of AIM Development, will provide professional, technical and support staff to fill various positions within AIM's organization to perform or assist with support services which may include defining, design, build, closeout and any other support services as required.

3. AIM typically creates project management teams to manage various projects. These teams will be integrated teams that can consist of personnel from the City, this Consultant and the other Consultant(s). The assigned Project Manager will have overall responsibility for the success or failure of his/her team. They will follow established lines of authority and standard communication procedures in order to assure that all measurable requirements for a project have been met and projects are successfully completed

4. The Consultant shall maintain adequate staff for the contract. During a typical year may will include between 4 and 25 persons. The number of staff is expected to increase during the 2017 – 2022 Capital Improvement program years. The preceding numbers of anticipated need is an estimate only and in no way is a guarantee. All personnel assigned to a project and any changes in personnel must be approved by the Senior Director.

5. DEN currently uses a variety of software, including Oracle Primavera Unifier, Primavera P6 EPPM and Professional, Microsoft SharePoint applications, Textura, Revit, and BIM 360 Field for its project management software applications. The consultant's personnel will be required to become proficient in the use of these programs.

C. PROJECT DEVELOPMENT SERVICES

1. DEFINE PHASE:

When a facility need has been identified by DEN, it is assigned to a Project Manager and the Define Phase is initiated. During this phase the Project Manager meets with the Project Sponsor to further refine and quantify the facility need. Alternatives may be reviewed, cost estimates and schedules are prepared

Services required by the Consultant's personnel during Define may include, but are not limited to:

- a. The Consultant shall review planning and programming studies, which may include special engineering studies and reports such as condition assessments, geotechnical investigations, etc for applicability to the Project.
- b. Prepare the Define Tollgate(s) – Following DEN's Project Management Guidelines, prepare the Define Tollgate for presentation and present as needed to Management and Stakeholders.
- c. Prepare Documents for Management Review & Approval – Prepare documentation and presentation materials for CPC (Capital Planning Committee), Executive Committee and for presentation to the City Council. Presentations may be managed by the Consultant.
- d. The Consultant shall coordinate with all relevant stakeholders as approved by the AIM Senior Director to refine programming requirements and scope of work.
- e. The Consultant shall develop a project charter and a differentiation matrix of responsibilities to clarify scope of design team, contractor team, and owner team for elements of scope that require clarification, such as, but not limited to, low voltage systems and furnishings.
- f. Strategic Advice & Planning - Provide advice when requested to the Senior Director on issues involved in the planning, design and construction of capital improvement projects. Determine the extent of potential problems and recommend a course of action to clear all obstacles and to obtain required approvals and permits.
- g. Procedures - As part of an ongoing process, review and make recommendations on improvements to existing program procedures. This would include the capital improvement program, construction contract administration, quality assurance/quality control, construction safety and security, design reviews, cost estimating, scheduling, permit requirements, etc. Assist in the implementation of any recommendations that may be approved.

- h. Project Identification - Assist in identifying additional development projects to be added to the capital improvement program, including but not limited to; assisting with planning studies, feasibility studies, and reviewing alternatives.

2. DESIGN PHASE:

During the design phase AIM manages the necessary outside architectural and engineering consultant contracts to produce construction documents necessary for projects.

Services required by the Consultant's personnel during Design may include, but are not limited to:

- a. Oversight of Other Consultants -To manage other consultants with various areas of expertise as a representative of AIM. To provide guidance and review the findings of consultants working on projects for DEN.
- b. Building Information Modeling (BIM) Oversight - The PM will be required to ensure that the City's Building Information Modeling (BIM) requirements; are implemented, including but not limited to;
 - (i) Ensure that the contractor and the designer of record recognizes and agrees that it shall be required to use the Autodesk BIM 360 Field (Field) and Autodesk BIM 360 Glue (Glue) platforms for this Project. Contractor recognizes and agrees that it shall make exclusive use of the City's enterprise deployment of Field and Glue as provided by the City;
 - (ii) The contractor and the designer of record recognizes and agrees that it shall be required to execute a BIM Project Execution Plan in cooperation with the City's representatives in compliance with the BIM Design Standards Manual and to adhere to the terms of that plan;
 - (iii) Contractor and the designer of record shall produce a construction model and perform clash detection using Glue to the standards outlined in the BIM Design Standards Manual and to deliver the coordinated models to the City's representatives;
 - (iv) Contractor shall utilize Field to record required asset data for all City assets in compliance with the BIM Design Standards Manual within five working days of the installation of each identified asset;
 - (v) The contractor and the designer of record recognizes and agrees that it shall be required to conform to all requirements of the BIM Design Standards Manual.
- c. Outside Agencies- Provide assistance as requested regarding interactions with state, federal and local regulatory agencies, such as:
 - (i) Interpretation of regulations
 - (ii) Reviews of pending legislation and/or regulations
 - (iii) Scheduling of actions necessary to receive approvals

- (iv) Preparation of permit applications
 - (v) Follow-up to obtain prompt approvals
 - (vi) Preparation of all necessary correspondence
- d. Contract Preparation - Assemble and prepare complete construction documents (including plans and specifications prepared by others) for bid purposes or for a Task Order, On Call Construction contract.
 - e. Site Investigation - Coordinate and schedule comprehensive site investigation services. Identify and report on constraints.
 - f. Cost Estimating – Prepare and / or review estimates prepared by others and assist in developing estimates.
 - g. Construction Management Plan - Develop and/or assist with preparing a written, project- specific quality control/quality assurance plan detailing all the specific measurable goals to be achieved during construction when required for projects funded by the FAA.
 - h. Scheduling - Review schedule and milestones prepared by others and assist in developing a final schedule.
 - i. Value Engineering/Constructability Reviews - Provide constructability and value engineering reviews at the request of the Senior Director.
 - j. Bid and Award - At the direction of the Senior Director, assist in conducting pre-bid conferences, site visits, pre-construction meetings and preparing and distributing minutes of such. Coordinate communications related to bidder inquiries; seek resolution from the appropriate party and forward responses to DEN Tech Services. Review and comment on addenda. Evaluate bids, provide technical analysis and provide recommendation of award to the Senior Director.
 - k. Permit Compliance - Review permit requirements for the project and coordinate with other AIM personnel to be sure all specific requirements are being met and are in place to allow projects to meet their designated schedule dates.

3. BUILD PHASE:

During the Build or construction phase, AIM has overall responsibility for achieving the successful construction of projects. AIM manages the necessary construction and material procurement contracts to complete the project. AIM extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN.

Services required by the Consultant's personnel during Build may include, but are not limited to:

- a. Project Oversight - Consultant's Personnel shall monitor and assure compliance of the contractor's work and assist in the coordination of the work with the day to day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor's obligations pertaining to means, methods, quality control and progress of work or safety.
- b. Meetings - Personnel will participate in weekly project status meetings at which the Senior Director, designer, and project manager can discuss jointly such matters as job progress, procedures, cost, disputes/claims and scheduling. Such meetings may be called or scheduled more or less frequently, or on an emergency basis if necessary, as determined by the Senior Director. Project Managers will schedule and conduct weekly meetings with the project manager for each of the prime trade contractors and keep and distribute minutes of such meetings.
- c. CPM Scheduling - PM teams are responsible to review and comment on contractors' submitted CPM schedules and updates. They will also coordinate with and assist AIM's project controls staff in maintaining up to date schedule information.
- d. Reports - PM teams are responsible for providing consistent and coordinated reporting and administrative documentation. Keep accurate and detailed project records using AIM's electronic systems and prepare reports that may be required in the format and frequency requested by the Senior Director.
- e. Permits- PMs will make sure that all required permits are obtained for projects assigned to them. Including permits required for DEN or the contractor. Monitor contractors' conformance to permit requirements. Identify permit activities in the project schedule.
- f. Cost Control - Using AIM's project cost reporting systems, maintain the project budget, incorporating approved change orders as they occur. Identify variances between actual and estimated costs and maintain an estimate at completion to advise the Senior Director of project budget status.
- g. Requests for Information/Design Revisions/Contract Change Orders - Using AIM project management electronic system, track, review and process RFI's, design changes and CO's. Construction documents will be reviewed and responded to in a timely manner. PM teams will negotiate change orders, with final terms and conditions subject to the Senior Director's approval.

- h. Submittals/Shop Drawing Review- PM teams will use AIM procedures for the tracking and approval of submittals, shop drawings and material samples and assure that all are being processed expeditiously. When applicable, ensure that contractors are meeting the Buy American requirements, when applicable.
- i. Contractor Payments - PM teams will review and evaluate contractors' requests for payment. Pay applications are typically submitted on a monthly basis. The PM will be sure that all approved pay applications are processed per AIM's standard procedures and contract requirements.
- j. FAA Payments- Assist DEN staff and/or prepare the necessary documentation to be submitted with reimbursement requests from DEN to the FAA for grant(s) tied to the funding for the project when applicable.
- k. Potential Claims/Disputes - PMs will notify the Senior Director upon receipt of notification of a potential claim or dispute. The PM will investigate circumstances and recommend merit or resolution to the Senior Director. The PM will maintain files on each potential claim or dispute, resolved and unresolved.
- l. Airport Security- PM teams will coordinate and review with Airport Security existing terminal and airfield construction security procedures and ensure adherence from Consultants and construction contractors' personnel.
- m. Inspection and Special Inspections - Prior to the start of any project PMs will review project documents for any special inspection requirements and coordinate these requirement and staffing with the Senior Director.
- n. The PM team will monitor and oversee the work of contractors and the quality of materials installed to determine compliance with the plans and specifications
- o. PM team will review and ensure that the work is completed as outlined in the projects Construction Management Plan and Contractor's Operational Safety Plan. They will document and report deficiencies to the contractor and the Senior Director. Cooperate fully with officials of DEN and other agencies (Federal and/or State) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s). All corrective actions by the contractor will also be documented.
- p. PMs will insure that their inspectors perform their contractual responsibilities and reporting without assuming the contractor's obligations pertaining to means, methods, quality and progress of work or safety.

- q. PMs, while collaborating with contractors will coordinate all required material quality assurance and acceptance testing as required by project documents and the FAA, with the Consultant operating the DEN material testing laboratory. PMs will insure that all required test reports for a project are received and that any required corrective actions are taken. Reports may include but not be limited to:
- (i) Executive Summary
 - (ii) Previous period of testing activities
 - (iii) An updated listing of failed tests
 - (iv) An updated listing of retests
 - (v) An updated listing of retests that have passed
 - (vi) All finalized test reports for a identified period
 - (vii) A concise listing of all test locations, lots and sublots
 - (viii) An original copy of the field and laboratory test reports for individual tests
- r. Project Site Documents - PM teams will maintain project site records in accordance with established AIM guidelines (electronic and hard copies as directed) such a record copy of all contracts, drawings, specifications, addenda, contract change orders and other modifications, in good order, and in addition, approved shop drawings, product data, samples and similar required submittals. For FAA funded projects maintain all records identified by the projects Construction Management Plan including required acceptance test records. Upon completion of a project, the complete set of records is delivered to the Senior Director.
- s. Commissioning and Test Systems- The PM team along with representatives of the Designer of Record and DEN's commissioning agent to schedule and observe the contractor(s)' final testing and start-up of utilities, operational systems and equipment.
- t. Punchlist - Upon substantial completion of the contractors' work, the PM team will prepare, jointly with the contractor(s) and designer(s), a list of incomplete or unsatisfactory items and a schedule for their completion. The PM will monitor the correction and completion of the work. The PM will assist the Senior Director in conducting inspections to determine if the work is substantially complete.
- u. Completion- The PM team will secure and transmit to the Senior Director warranties and similar submittals required by the contract. Deliver all keys, manuals, and overstock materials where designated by the Senior Director.
- v. Record Drawings - The PM team will monitor the maintenance of record drawings by the contractors. Determine that record drawings are complete

and accurate and transmit approved record drawings at the direction of the Senior Director for preparation of as-built drawings. Monitor finalization of as-built plans from the record drawings, for Senior Director's acceptance and approval.

- w. Claims/Disputes - At the direction of the Senior Director, the PM team will assemble pertinent background information, analyze the merits of any claim or dispute, and recommend to the Senior Director merit or entitlement, if any. Prepare estimates of entitlement, if appropriate, and assist the Senior Director in negotiating settlement.
- x. Final Inspection and Acceptance by the FAA (when applicable) - The PM team will conduct a final walk thru of the project with the local FAA ADO representative. Assure that if there are any deficiencies noted that they are expeditiously corrected.

4. CLOSEOUT PHASE:

During the Closeout phase, manage the closeout and warranty process.

Services required by the Consultant's Personnel during Closeout may include, but are not limited to:

- a. Asset management – Coordinate the transfer of data from the project to DEN's Asset Management section.
- b. Closeout Support - PM teams will monitor contract closeouts to ensure receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment. Prepare and process certificates of final inspection/acceptance, certificates of completion where required, and final payment releases. Recommend closeout of the contract and final payment after determining that all contract requirements have been satisfied.
- c. Assist in the execution of warranty work.
- d. FAA Project Close Out Report (when applicable)- The PM team will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The close out report will include but not be limited to: a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material.

D. GENERAL COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

1. The Consultant agrees that they shall provide no services until directed by the Senior Director, and that the Senior Director may in such direction specify a project or projects for which the services are to be performed, whether the said services are to be performed using full time or part time employment of one or more persons or crews, and whether the said services are to be performed with respect to the entire project or projects or specified parts thereof.
2. Consultant shall follow the AIM's direction and procedures for coordinating and administering its services under the terms of this Agreement. To facilitate this coordination, the Consultant shall serialize all correspondence associated with its performance under this Agreement and shall maintain correspondence logs in accordance with instructions received from the Senior Director. Prior to the first invoice the Consultant shall submit to the Senior Director's authorized representative, its proposed method of correspondence control which it shall immediately institute upon approval.
3. Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Director, designated AIM employees, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM's goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
4. The Consultant shall maintain adequate staff. It is the Consultant's responsibility to provide and maintain competent full-time staff on an as-needed basis
5. The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Director prior to commencing their duties under this Agreement, and AIM reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Director in his/her discretion directs.
6. Prior to permitting any person to commence work, the Consultant shall submit the names and qualifications of each person including their proposed hourly wage, for approval to the Senior Director. At the discretion of the Senior Director, the proposed person shall be made available for an interview.
7. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the Senior Director.

E. QUALIFICATIONS OF CONSULTANT'S PERSONNEL

1. The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by an individual, who shall be the operational point of contact with the Senior

Director. The Consultant's personnel shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work.

2. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualification set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN.

3. The following is a list of positions and class codes that may be filled on this contract, but is not guaranteed. This is not intended to a minimum nor a complete list. Additional positions may be added at the discretion of the Senior Director. This list identifies the Career Service Authority (CSA) (City and County of Denver) title and Class Code. Job descriptions for each of these class code positions are provided attached to this exhibit.

<u>Title</u>	<u>CSA Class Code</u>
Project Manager I	CE 2291
Project Manager II	CE 2294
Principal Project Manager	CE 2784
Contract Administrator	CA 0751
Contract Administrator Supervisor	CA 0750
Engineering Associate	CE 0399
Staff Engineer	CE 0437
Engineer	CE 0397
Senior Engineer	C 0431
Staff Architectural Associate	CE 0436
Architect	CE 0369
Senior Architect	CE 0428
Engineer/Architect Specialist	CE 2340
Engineer/Architect Supervisor	CE 0403
Engineer/Architect Manager	CE 2781
Engineer/Architect Director	CE 2783
Engineer/Architect Executive	CE 2785

F. WAGES OF CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

1. The Consultant shall only charge the actual wage rate. Said rates are considered base hourly rates and do not include fringe benefits which are included in the Multiplier Factor. Payment in excess of these rates shall not be considered in determining the base compensation allowances provided for in

Section on CONSULTANT'S MULTIPLIER FACTOR of this Agreement unless authorized by the Senior Director.

2. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus an amount equal to 5% of such invoices, excluding reimbursable expenses incurred by subconsultants. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of this Agreement are set out on Exhibit C attached hereto and incorporated herein.
3. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with the following:
 - a. The City shall provide reimbursement for the Consultant's employee's automobile travel expenses, when such travel has been specifically authorized in writing by the Senior Director or his authorized representative and when a vehicle has not been furnished by the City, is payable at the federal rate in affect at the time of the expense. DEN shall be the point or origin for mileage calculation; mileage shall not be paid for commuting to DEN.
 - b. The City shall reimburse the Consultant at cost for the Consultant's reasonable and necessary expenses incurred in obtaining DEN access badges, vehicle permits, and parking for its employees and all subconsultant employees who perform services under this Agreement. Consultant's and subconsultants' employees assigned to work at DEN shall be provided regular employee parking.
 - c. The City shall reimburse the Consultant for actual, reasonable premiums paid for insurance as required.
 - d. The City may reimburse the Consultant for special and unusual costs incurred in the performance of services which were requested in writing by the City under this Agreement utilizing a Reimbursable Expense Authorization. However, such reimbursement shall be made only if the amounts to be reimbursed were approved in advance in writing by the Senior Director, and only if the Senior Director determines that the costs incurred were a necessary part of the services rendered and that such costs could not have been reasonably anticipated and provided for in the Multiplier Factor. **These costs shall be reimbursed to the Consultant at cost plus a markup up to but not exceeding eight percent (8%).**
4. Authorized Tasks. For other certain planning, programming, design and/or construction related services authorized by the City to be performed under this Agreement on a task order basis, the City agrees to pay and Consultant

agrees to accept as full and complete compensation therefore, a sum negotiated and agreed by the parties prior to the commencement of the services. The City may make changes to the scope of any authorized task. Upon receiving a change in the scope of the task, the Consultant shall provide a written proposal within fifteen (15) days of the occurrence of the event giving rise to the change. The amount of the change in compensation shall be determined utilizing the same basis as the compensation for the original task.

G. EQUIPMENT / VEHICLES & CARTS / SMART PHONES

1. The City will provide all equipment deemed necessary by the Senior Director for the Consultant's personnel to perform their job duties with the exception of vehicles, electric powered carts, steel toed safety boots, and smart phones.
 - a. The City provided equipment will include standard PPE (including hard hats, vests, eye protection and hearing protection. Excluding steel toed safety boots and any personnel PPE such as but not limited to prescription eye protection or hearing protection.) DEN may provide computers, tablets, and hand tools, testing equipment, and fax and copy machines on an as needed basis as determined by the Senior Director. The City will also provide office space, office supplies, and parking as needed. In the event that specialty PPE is needed to perform the task assigned such as harnesses, lanyards and arresting gear the Consultant shall provide this equipment after receiving written approval by the DEN QA Manager. The Consultant will be reimbursed the approved rental or purchase price of this equipment.
2. Vehicles and electric powered carts shall be provided by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Director. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the QA Manager. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles shall also meet all DEN, FAA and TSA requirements to access the airfield.
3. All costs related to the vehicles and carts meeting these requirements shall not be included in the multiplier but shall be included in a monthly cost to the City. Monthly vehicle and cart costs shall be divided into different billing line items. There shall be separate billing line items for full time vehicles and carts. In addition there shall be separate billing line items for project assigned vehicles and carts. All monthly costs shall include, but are not limited to, maintenance, fuel, insurance, rental or purchasing agreements and repairs.
4. Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage off DEN property shall be approved, in advanced by the Senior Director and shall be reimbursed at the current federal rate per mile.

5. The Consultant shall insure that all employees that are assigned work that requires steel toed safety boots per OSHA regulations possess such boots. This cost shall be included in the multiplier. In addition, it shall be a requirement of continued work at DEN that these employees wear these boots in every instance which is required.
6. The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the multiplier.

H. CONSULTANT’S MULTIPLIER FACTOR

1. It is the City’s intention that the selected Consultant’s direct labor multiplier factor (MF) will be adjusted accordingly for this contract. Moreover, upon selection, the City will require the submittal of supporting documentation as identified below that is used to derive the proposed MF. Each MF will be determined and expressed under the following formula:

$$\begin{array}{r}
 \text{Base Hourly Salary } 1.00 / \text{Overtime Hourly Salary} \\
 + \quad \text{Payroll Labor Burden } x.xx / x.xx \\
 + \quad \text{Indirect Personnel Expense } x.xx / x.xx \\
 = \quad \text{Subtotal } x.xx / x.xx \\
 \\
 + \quad \text{Profit (\% of Subtotal) } x.xx / x.xx \\
 + \quad \text{Other Overhead Costs } x.xx / x.xx \\
 = \quad \textbf{Total Direct Labor Multiplier Factor (MF) } x.xx / x.xx
 \end{array}$$

2. Payroll Labor Burden will be based on the net actual cost of the mandatory or customary items enumerated as follows: (1) payroll taxes; (2) worker's compensation insurance; (3) group insurance (health and disability); (4) sick leave, holidays and vacations; and (5) pension plans excluding profit sharing or items related to profitability. The selected Consultant will furnish a detailed breakdown of the Labor Burden covering the enumerated components.
3. Indirect Personnel Expense will be based on the net actual wages and associated mandatory or customary payroll benefits and liabilities, as above, of people whose salaries are not directly chargeable to a particular project.
4. Other Overhead costs are to be based on a recent statement prepared in accordance with Defense Contractors Audit Agency (DCAA) guidelines by a Certified Public Accountant (CPA) or a government agency.
5. Pay periods shall match the City and County of Denver’s.

END OF EXHIBIT A

Exhibit B

AIM TECHNICAL SERVICES SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: December 2014

City and County of Denver

Contents

I. PURPOSE	3
II. CONTRACTS (Airport Infrastructure Management)	3
1. Introduction	3
2. Work Schedule	4
3. Progress Payment Measurement Alternatives.....	4
4. Invoices and Progress Payments	5
5. Monthly Progress Report Development	6
6. Schedule Changes and Increase in Project Amount	7
7. Allowable General and Administrative Overhead (Indirect Costs)	7
8. Allowable (Non-Salary) Expenses	8
9. Summary of Contract Task Order Control	9
10. Information Management Format and Electronic-Mail Protocols.....	10
Attachment A – Monthly Invoice Checklist.	12
Attachment B – Professional Employee Authorization Form.....	13
Attachment C – Expense Greater than \$500 Approval Form.....	14
Attachment D – Mileage Reimbursement Form	15
Attachment E – Advance Travel Authorization Form.....	16

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.

For purposes of this Exhibit B, the term Task Order shall also mean any form of written assignment of work from DEN to the Consultant.

II. CONTRACTS (Airport Infrastructure Management)

1. Introduction

1.1 This Exhibit B describes the Consultant's obligations to prepare and submit budgets and manpower + equipment estimates based upon Exhibit E and Exhibit A Scope of Work of the Agreement combined with DEN project schedules, invoices, and daily QA & 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 line item per active Task Order per monthly invoice.

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

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

1.4 The Consultant will keep and retain records relating to this Agreement and will make such records available upon request to representatives of the City, at reasonable times during the performance of this Agreement and for at least three (3) 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 three (3) 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 DEN, 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.

3. Progress Payment Measurement Alternatives

3.1 DEN 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 Level of Effort: Progress payments will be based on the actual number of man- hours utilized to perform a Task Order. Progress payments 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).

a. Compensation for hours worked. The Consultant's compensation for total hours worked shall be established by adding each individual non-exempt employee's regular and overtime wage totals for a gross monthly payroll and multiplying the sum so obtained by the appropriate "Multiplier Factor" which was accepted by DEN in the Consultant's proposal and is incorporated herein by reference.

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

c. Subconsultants. For services authorized by the City to be performed under this Agreement by approved subconsultants, the City agrees to pay, and the Consultant agrees to accept as full and complete compensation therefore, a sum equal to the actual amount of each subconsultant's invoices paid by the Consultant, plus any mark-up will be negotiated by the parties at the time of issuance of the Task Order. All subconsultants' billing methodology for labor and reimbursable expenses shall be consistent with and not greater than allowed by this Agreement for Consultant's services. The Multiplier Factors for all Subconsultants accepted by the City at the time of execution of the Contract are set out on **Exhibit E** to the Agreement and incorporated therein.

d. Reimbursable expenses. In addition to the compensation for hours worked as provided above, the City agrees to pay, and the Consultant agrees to accept as full and complete reimbursement for its expenses incurred in performing this Agreement, amounts properly and timely invoiced and in accordance with Section Eight (8) of this Exhibit B.

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

3.2 Note: Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event manhours and expenses submitted are found to be in error or non-compliance with the scope of work requirements.

4. Invoices and Progress Payments

4.1 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 line item in a contract schedule of values, plus or minus any pre-authorized changes. The Project Manager will determine when the Task Order deliverables have been met.

4.2 The City will provide the Consultant with the format required to process the payment through Textura. 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.

4.3 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. If Textura® is to be utilized please see Section 4.11.

4.4 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.

4.5 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 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 five (5) 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.

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

- 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 Non Exempt (hourly) or Exempt (salaried) 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.

4.8 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.

4.9 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.

4.10 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 and such costs shall be reimbursed to Consultant by DEN in addition to additional administrative labor costs associated with Textura..

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.) Cost Status
- c.) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
- d.) Status of Task Order
- e.) Identification of any Scheduling, Coordination, or Other Problem Areas.
- f.) 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..

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)

7.1 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.

7.2 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 includes, but is not limited to the following, overhead costs as part of the negotiated multiplier as calculated:

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

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

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

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

7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc. However, any applicable Use Taxes applicable to the Agreement shall be reimbursed to Consultant by DEN at cost.

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

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

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

7.3 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, Exempt personnel 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

8.1 Expenses Reimbursed: All Allowable (Non-Salary) expenses are reimbursed as specified in a Reimbursable Expense Authorization (REA) issued by DEN for the Contract.

8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt or as otherwise agreed in advance in an REA issued by DEN.

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

8.4 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.

8.5 Travel and Airfare: All travel must be pre-approved on the DEN 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.

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

8.7 Lodging Rate / Night: A maximum of the Lodging per diem for the location of lodging 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.

8.8 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.

8.9 Special: Including printing, equipment, vehicles, 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.

8.10 Specialty Consulting: Including geotechnical testing, material, weld or other testing not provide by the DEN material testing laboratory, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.

8.11 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. DEN 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.

8.12 Project Field Office & Equipment not provided by DEN: Including utilities, rent, communications systems, furniture, fixed equipment, etc.

8.13 Project Field Supplies, Equipment & Vehicles not provided by DEN: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

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

8.15 The City may reimburse the Consultant for **Allowable (Non-Salary) Expenses** or special and unusual costs incurred in the performance of services which were requested in writing by the City under this Agreement utilizing a Reimbursable Expense Authorization. However, such reimbursement shall be made only if the amounts to be reimbursed were approved in advance in writing by the Senior Director, and only if the Senior Director determines that the costs incurred were a necessary part of the services rendered and that such costs could not have been reasonably anticipated and provided for in the Multiplier Factor. These costs shall be reimbursed to the Consultant at cost plus a markup up to but not exceeding **five percent (5.00%)**.

8.16 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), Exempt personnel 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.

8.17 Preparation Of Proposals: Costs for proposal preparation and negotiation will be reimbursable.

9.1 Within 7 Days, or other time period agreed upon in advance, After Receipt of Request For Proposal For Task Order – Submittals Required

9.2 Scope Definitions and Detailed Cost Estimate per task

10. Information Management Format and Electronic-Mail Protocols

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

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)

- Invoice Report (Section 5.1)
 - Executive Summary
 -)
 - Cost Status
 - Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
 - Status of Task Order
 - Identification, 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 –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 DEN: \$

(Per the Exhibit E previously submitted)

Qualifications:

Resume Attached: Yes / No

Facsimile Signature:

This employee is approved to work on the above referenced Contract.

Signature Date

Type Name and Title

Attachment C – Expense Greater than \$500 REA Approval Form

Date:

Contract Name: Contract Number: Task Number(s) (if applicable):

Company Name: Employee Name:

Estimated Total Cost: \$

Reason for Expense:

To be completed by DEN personnel:

Capital Assets Y / N

(Including but not limited to: computer equipment, copiers, furniture, vehicles, etc.)

Note: Any assets purchased by DEN must be returned to DEN at the end of the project. The Consultant will be charged replacement value for any assets purchased by DEN that are unaccounted for at the end of the project.

The above described expense has been approved.

Signature Date

Type Name and Title

cc: Finance if asset purchase

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

Contractor Work Order Revised

**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: 201631926 Project Management & Support Services (PMSS) for AIM Development

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
---	---------------------

- Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
- If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

- That this Agreement is an Insured Contract under the policy.
- Defense costs are outside the limits of liability.
- A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
- A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- The full limits of coverage must be dedicated to apply to each project/location.
- If liquor is to be sold or distributed, then Liquor Liability, (\$1,000,000 per claim and \$1,000,000 policy aggregate limit) with the City as an additional insured is required.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
-----------------------	---------

The policy must provide the following:

- Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 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
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

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
Core Staff Labor Rates

incorporated herein by reference