

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **Studio Completiva, Inc.**, a Colorado corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional architectural, engineering, planning, and other professional services; and

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

WHEREAS, Consultant’s proposal was selected for award of the On-Call Architectural and Planning Design Services project (the “**Project**”); and

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

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

1. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the DEN Planning and Design. The relevant Senior Vice President (the “**SVP**”) or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager directions.

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

A. Scope of Services. Consultant shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) in accordance with Task Orders, schedules and budgets set by the City. The City may, through a Task Order and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Consultant shall comply with **Exhibit D** regarding Task Orders.

C. Standard of Performance.

(i) Consultant shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

(ii) Consultant understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the City.

(iii) Consultant shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, Notices to Proceed, and memoranda of policy furnished to it by the City.

(iv) If required by the City, Consultant shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. If required by a Task Order, Consultant will develop a draft BIM Project Execution Plan (“**BPXP**”) with the City and all sub-consultants.

(v) Consultant shall organize Design Deliverables for any method of construction contracting selected by the City. If required, Consultant shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

(vi) In performing all work under this Agreement, Consultant shall fully coordinate and integrate all services with related work being performed by other contractors, Consultant’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

(vii) Consultant shall be liable to the City for all acts and omissions of Consultant and its employees, subcontractors, agents and any other party with whom Consultant contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Time is of the Essence. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work

under this Agreement in a timely and diligent manner.

E. Construction Administration. If the City tasks Consultant with construction administration duties, such duties shall commence upon the earlier to occur of the following events: (a) the City's execution of a construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

F. Subcontractors.

(i) In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement that is not identified in this Agreement, Consultant must obtain the prior written consent of the CEO or the CEO's designee. Consultant shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

(ii) The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

(iii) Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

(iv) Consultant is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Consultant shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

(v) This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Consultant of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

G. Personnel Assignments.

(i) Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s) to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Choose an item. or their authorized representative. In the event that replacement of Key Personnel is necessary under this Section G(i), the City shall approve or reject the replacement, if any, or shall determine that no replacement is

necessary, all in the City's sole discretion.

(ii) It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Consultant and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

(iii) If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any Task Order, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

(iv) If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Consultant that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Section 4(C)(iii).

3. OWNERSHIP AND DELIVERABLES

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire 3 years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two (2) additional one-year periods, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount

stated below.

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO or their authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or their authorized representative.

C. Suspension and Termination.

(i) Suspension. The City may suspend performance of this Agreement or any Task Order issued pursuant to this Agreement at any time with or without cause. Upon receipt of notice from the Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in the Task Order shall be extended by the period of suspension unless otherwise agreed to by the City and Consultant. The Expiration Date shall not be extended as a result of a suspension.

(ii) Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

(iii) Termination for Cause. In the event Consultant fails to perform any provision of this Agreement, including any provision of any Task Order, the City may either:

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

(iv) Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement or the Task Order shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Section 4 (C)(iii)(a).

(v) Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or their authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

(vi) Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

(vii) No Claims. Upon termination of this Agreement or any Task Order, Consultant shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

(i) All costs of correcting and replacing any affected design documents, including reproducible drawings;

(ii) All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

(iii) Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.

(iv) These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of this Agreement.

5. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory 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 **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)** (“**Maximum Contract Amount**”). Consultant shall perform the services on the basis provided for in this Agreement, including in any Task Order, up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Consultant acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Consultant solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial individual hourly rates and charges, including any applicable multiplier are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Consultant's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of this Agreement, including *Exhibit E*.

(i) Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

(ii) Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement and any other documents required by *Exhibit E* or in a Task Order. The City may examine such timesheets upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Consultant's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Consultant if the CEO or their authorized

representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. SBE, WAGES AND PROMPT PAYMENT

A. Small Business Enterprise.

(i) This Agreement is subject to D.R.M.C. Article VII of Chapter 28, designated as §§ 28-201 to 28-236 (the “SBE Ordinance”), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Consultant is a certified Small Business Enterprise (“SBE”) and pursuant to D.R.M.C. § 28-208, Consultant is required to self-perform a minimum of 30% of the contract work.

(ii) Under D.R.M.C. § 28-222, Consultant has an ongoing, affirmative obligation to maintain for the duration of this Contract, at a minimum, compliance with the SBE defined selection pool requirements and with its originally achieved level of SBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting SBEs performing on this Contract through change order, contract amendment, force account, or as otherwise described in D.R.M.C. § 28-223. The Consultant acknowledges that:

a. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess - Consultant’s compliance with the defined selection pool requirements and additional SBE participation requirements.

b. Consultant shall have a continuing obligation to immediately inform the DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases described in D.R.M.C. § 28-223, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by Consultant or any utilized SBE subcontractor or supplier at the time of award of this Agreement, shall be contemporaneously submitted to the DSBO.

c. Consultant shall achieve defined selection pool requirements and the minimum utilization requirements regarding the SBE subcontractor or supplier as respects such changed scope of work by performing such work or by retaining additional SBE subcontractor(s) or supplier(s).

d. Consultant shall supply to the DSBO Director documentation required by ordinance with respect to the increased dollar value of this Agreement. Consultant shall not, during the term of this Agreement:

e. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool requirements; or

f. Modify or eliminate all or any portion of the scope of work attributable to the SBE subcontractor upon which minimum utilization is based the contract was awarded, unless directed by the City.

g. Termination or substitution of an SBE subcontractor requires compliance with D.R.M.C. § 28-226.

h. For contracts of one million dollars (\$1,000,000.00) and over, Consultant is required to comply with D.R.M.C. § 28-225, as applicable, regarding prompt payment to SBE. Payment to SBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an SBE subcontractor invoice.

i. Failure to comply with these provisions may subject Consultant to sanctions set forth in D.R.M.C. § 28-229 of the SBE Ordinance.

j. Should any questions arise regarding SBE and DSBO requirements Consultant should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

B. Prompt Pay of SBE Subcontractors. For Agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-225 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-225 with regard to payments by Consultant to SBE subcontractors. If D.R.M.C. § 28-225 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79 including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

(i) Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

(ii) Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

(iii) Consultant shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

(iv) Consultant shall prominently post at the work site the current prevailing

wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

(v) If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.

D. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

(i) The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

(ii) Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

7. INSURANCE REQUIREMENTS

A. Consultant shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

B. Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

(i) Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required

under *Exhibit C*; or

(ii) Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and 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, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION

A. To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the 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 relating to the work performed under this Agreement that are attributable to the negligence or fault of Consultant or 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 the City 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 the City shall relate back to the time written notice of the Claim is first provided to the 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 the City and will pay on behalf of the 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, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the 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 Consultant under the terms of this indemnification obligation. 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.

9. DISPUTES

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The 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.

10. GENERAL TERMS AND CONDITIONS

A. Status of Consultant. Parties agree that the status of Consultant shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). 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.

B. Assignment. Consultant shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO or their authorized representative. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or their authorized representative, automatically terminate this Agreement and all rights of Consultant hereunder.

C. Compliance with all Laws and Regulations.

(i) Consultant and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

(ii) Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

<https://business.flydenver.com/bizops/bizRequirements.asp>.

D. Compliance with Patent, Trademark and Copyright Laws.

(i) 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, as they may be amended from time to time. Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, 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 such documents.

(ii) Pursuant to Section 8, Consultant shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings 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.

E. Notices.

(i) Notice of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Consultant to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

Studio Completiva, Inc.
3275 W. 14th Ave. #201
Denver, Colorado 80204
Attn: Yong Cho

(ii) Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested ; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to

irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E(ii).

(iii) Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and document transmittals.

F. 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. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree 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 third party. It is the express intention of the Parties that any person or entity other than the City or Consultant receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

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

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

K. Cooperation with Other Contractors.

(i) The City may award other contracts for additional work, and Consultant shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Consultant to coordinate its work under this Agreement with one or more such contractors.

(ii) Consultant shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Consultant agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

O. No Authority to Bind City to Contracts. Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Consultant information concerning matters that may be necessary or useful in connection with the work to be performed by Consultant under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Consultant understands and acknowledges that the information provided by the City to Consultant may contain unintended inaccuracies. Consultant shall be responsible for the verification of the information provided to Consultant.

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

S. Environmental Requirements. Consultant, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

(i) For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source

material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

(ii) Consultant shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

(iii) Consultant agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

(iv) In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Consultant of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Consultant to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Consultant and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, DEN shall determine the privileges of each party and Consultant agrees to be bound by DEN's decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

C. 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 SVP or their authorized representative.

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. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

(i) Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 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 or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

(ii) In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

(i) Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the

Agreement or expiration of the applicable statute of limitations, if longer than six (6) years. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

(ii) Additionally, Consultant agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, 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.

(iii) In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Consultant, which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Consultant shall cooperate and comply with the provisions of Denver 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 barring Consultant from City facilities or participating in City operations.

G. 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.

H. Conflict of Interest.

(i) Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

(ii) Consultant represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Consultant or which might give Consultant an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Consultant agrees it will comply with that mitigation plan.

(iii) 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. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Consultant shall have thirty (30) 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.

(iv) Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of

example, all program requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a 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.

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

12. 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 material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

13. DEN SECURITY

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days

from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

B. Consultant is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Consultant. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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 1
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

16. CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall become

effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. 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.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Consultant in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202262641-00
Contractor Name: STUDIO COMPLETIVA, INC.

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202262641-00
STUDIO COMPLETIVA, INC.

By:  _____
DocuSigned by:
EAF944FE0391451...

Name: Yong Cho
(please print)

Title: Principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, 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 contract and the Nondiscrimination Acts and Authorities 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, the Regulations, and 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, 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 non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration 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 any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 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 USC § 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 100-209) (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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR 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.

The [**Contractor** | **Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor** | **Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer 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.

EXHIBIT A**Scope of Work
Denver International Airport
2021 On-Call Architectural and Planning Design Services**

Scope of Work**2021 DEN On-Call Architectural and Planning Design Services
Contract Number: 202262641****1. DEN FACILITY DESCRIPTION**

Denver International Airport consists of the DEN Westin Hotel integrated with the RTD Transit Center, the Jeppesen Terminal, the curbsides and covered parking structures, the North Terminal FIS, the Airport Office Building (AOB), the 3 remote Concourses, and numerous of ancillary support buildings, for a total of over 18 million square feet.

2. GENERAL SCOPES

DEN is seeking qualified consultant team(s) to provide professional design and consultant services for DEN Planning and Design - a department responsible for the strategic planning of DEN facilities and infrastructure. The Department's portfolio includes airside and landside planning, architecture, wayfinding signage, Design Review Committee, and space management.

DEN has routinely maintained on-call professional design and consulting service contracts to provide architectural, engineering, and other professional services on an on-call, as needed task basis. The scope of work varies on an individual basis that may include, but not limited to, facility planning, masterplan studies, strategic planning and implementation, infrastructure analysis, conceptual design, contract documents development, and design standards development.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all work associated with the proposal preparation, preparation of reports, design narratives and documents, plans, cost estimating and presentations for all professional services as requested by DEN designated representative, unless otherwise noted, the DEN Project Manager. The consultant team ("Consultant") shall provide all work in accordance with the most current DEN Design Standards; the agreement; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN Design Standards, DEN Design Principles, Airport Rules and Regulations are available for download under the DEN Business website and link to the website is provided in the following.

<http://business.flydenver.com/bizops/bizRequirements.asp>

3. SAMPLES OF SCOPE OF WORK**Planning / Design Studies and Documentation**

Include but not be limited to:

- Development of goals and objectives and related performance metrics
- Collection of data (including surveys and downloads from existing sources)
- Determination of future facility requirements and programming analysis
- Key stakeholder outreach, interviews, and surveys

- Facility and infrastructure condition assessment reports
- Preparation of drawing sets and narratives and other facility layout plans
- Estimation and assessment of costs, financial feasibility (including benefit cost analyses) and financial implementation planning
- Reports, drawings, presentation, and documentation of work products
- Codes analysis and construction feasibility
- Contract documents development and permitting services for small scale renovation construction projects

Types of studies may include (but are not limited to):

- Masterplan studies (Airside & Landside)
- Comprehensive infrastructure analysis (Civil, Structural, Mechanical, & Electrical)
- Terminal/Concourse layouts (renovations to existing and new/proposed)
- Passenger flow simulations
- Passenger conveyance systems
- Baggage handling systems
- Restroom standards and implementation
- Concession design standards and implementation
- Wayfinding and signage
- Audio visual & technology
- Accessibility
- Roadways and transit systems
- Public and employee parking
- Rental car facilities
- Airport and airline maintenance facilities
- Cargo facilities
- Office, Retail, Hospitality, mixed-use facilities

Assistance in Other Airport Planning Work

Support for work by DEN staff or other consultants and contractors including, but not limited to:

- EIS/EIA as required by NEPA
- Facility design reviews
- Digital point-cloud scanning
- BIM implementation
- Miscellaneous modeling, rendering, animations, or virtual reality simulations

Coordination and Outreach

Organize, attend, and provide materials and presentations at meetings or outreach as may be requested to:

- Federal Aviation Administration and other Federal agencies
- Colorado Department of Transportation and other state agencies
- Denver Regional Council of Governments and other regional agencies
- DEN Executive Leadership

- Major airport stakeholders such as airlines and existing and prospective tenants
- Local County and municipal governments
- The public and elected officials

4. TASK REQUEST FOR PROPOSALS

The Consultant will be required to provide architectural, engineering and professional design and consulting services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Consultant team must consist of licensed architect(s) and engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable local, Local, State and Federal codes and regulations. The Consultant's general requirements are defined in the contract agreement and shall comply with the current DEN Design Standards Manuals (DSM). Specific scope of work for each Task or Project will be issued to the Consultant in Request for Proposal in the format as defined by the contract agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. The Consultant shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the contract agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

DEN will, at its sole discretion, issue a Request for Proposal to multiple Consultants for competitive proposals or when a Task or Project requires speciality team qualifications. If DEN selects to issue a Request for Proposal to multiple Consultants for proposals, such requirements will be defined in the executed Request for Proposal.

Unless otherwise noted in the contract agreement, the Consultant's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. Break down for each sub-consultant under the contract agreement is required. The proposed fee shall include all reimbursable, expenses and Textura fee if applicable, and shall be submitted in the format as defined in the contract agreement. The Consultant understands the fee proposal establishes a Time and Materials based Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Consultant and its sub-consultants services are compensated for the actual time and materials provided during the monthly invoice cycle.

5. SERVICES AUTHORIZATION

The Consultant is required, per the contract agreement, to submit a proposal for each Request for Proposal issued to the Consultant by the DEN designated representative. Upon approval of the Consultant's proposal, DEN designated representative issues a written service authorization to the Consultant in the format as defined in the contract agreement. Based on a Notice to Proceed (NTP) date agreed between the Consultant and the DEN designate representative, the Consultant shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Consultant without a fully executed written service authorization from the DEN designated representative.



EXHIBIT B

Prime Consultant	Studio Completiva, Inc.
DEN Contract Number	202158668
DEN Contract Name	DEN On-Call Architectural and Planning Design - SBE Defined Pool
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	30%

Core Staff Rates

	Company Name	Prime / Sub-Contract	Name	Position	Fully Burdened Rate
1	Studio Completiva, Inc.	Prime	Yong Cho	Project Manager Functional IV	\$235
2	Studio Completiva, Inc.	Prime	Nate Huyler	Project Manager Functional III	\$180
3	Studio Completiva, Inc.	Prime	Geoff Lewis	Project Manager Functional III	\$180
4	Studio Completiva, Inc.	Prime	Katja Harguth	Project Manager Functional III	\$180
5	Studio Completiva, Inc.	Prime	PJ Chen	Architect VII	\$180
6	Studio Completiva, Inc.	Prime	Jenn Kimura	Architect VI	\$175
7	Studio Completiva, Inc.	Prime	Bilal Daher	Architect V	\$175
8	Studio Completiva, Inc.	Prime	David Begley	Architect V	\$140
9	Studio Completiva, Inc.	Prime	Thuan Kha	Architect V	\$140
10	Studio Completiva, Inc.	Prime	Dane Hardy	Architect IV	\$140
11	Studio Completiva, Inc.	Prime	Christopher Keast	Architect V	\$140
12	Studio Completiva, Inc.	Prime	Ben Nissley	Architect V	\$140
13	Studio Completiva, Inc.	Prime	Sydney Gargiulo	Architect III	\$125
14	Studio Completiva, Inc.	Prime	Stephen Fink	Architect III	\$125
15	Studio Completiva, Inc.	Prime	Stephen Edwards	Architect III	\$125
16	Studio Completiva, Inc.	Prime	Traci Hoffmann	Project Accountant	\$105
17	Studio Completiva, Inc.	Prime	Elyse Kirkhoff	Technical Support III	\$105
18	AECOM	Sub-Contractor	Anita Ting	Cost Engineer	\$ 92.00
19	AECOM	Sub-Contractor	Michael Morris	Cost Manager I	\$ 107.00
20	AECOM	Sub-Contractor	Grace Ballesteros	Cost Manager II	\$ 132.00
21	AECOM	Sub-Contractor	Jimmy Logue	Cost Manager III	\$ 196.00
22	AECOM	Sub-Contractor	John Peluso	Estimator I Civil	\$ 81.00
23	AECOM	Sub-Contractor	Ivan Zhikharev	Estimator II Civil	\$ 106.00
24	AECOM	Sub-Contractor	Grace Ballesteros	Estimator III Civil	\$ 132.00
25	AECOM	Sub-Contractor	Kevin Sheahen	Estimating Manager Civil	\$ 180.00
26	AECOM	Sub-Contractor	Anita Ting	Estimator I Structural	\$ 92.00
27	AECOM	Sub-Contractor	Michael Morris	Estimator II Structural	\$ 107.00
28	AECOM	Sub-Contractor	Andrew Paladino	Estimator III Structural	\$ 138.00
29	AECOM	Sub-Contractor	Russell Link	Estimating Manager Structural	\$ 165.00
30	AECOM	Sub-Contractor	Anita Ting	Estimator I Architectural	\$ 92.00
31	AECOM	Sub-Contractor	Ivan Zhikharev	Estimator II Architectural	\$ 106.00
32	AECOM	Sub-Contractor	Andrew Paladino	Estimator III Architectural	\$ 138.00
33	AECOM	Sub-Contractor	Russell Link	Estimating Manager Architectural	\$ 165.00
34	AECOM	Sub-Contractor	KanePotaka, Teuk	Estimator I Electrical	\$ 89.00
35	AECOM	Sub-Contractor	Lou George	Estimator II Electrical	\$ 123.00
36	AECOM	Sub-Contractor	Jehana Jalil	Estimator III Electrical	\$ 162.00
37	AECOM	Sub-Contractor	Ramesh Rangiah	Estimating Manager Electrical	\$ 179.00
38	AECOM	Sub-Contractor	KanePotaka, Teuk	Estimator I Mechanical	\$ 89.00
39	AECOM	Sub-Contractor	Jenny Zhang	Estimator II Mechanical	\$ 107.00
40	AECOM	Sub-Contractor	Carmen Mares	Estimator III Mechanical	\$ 133.00
41	AECOM	Sub-Contractor	Ramesh Rangiah	Estimating Manager Mechanical	\$ 179.00
42	AECOM	Sub-Contractor	KanePotaka, Teuk	Estimator I Plumbing	\$ 89.00
43	AECOM	Sub-Contractor	Jenny Zhang	Estimator II Plumbing	\$ 107.00
44	AECOM	Sub-Contractor	Carmen Mares	Estimator III Plumbing	\$ 133.00
45	AECOM	Sub-Contractor	Corey Coleman	Estimating Manager Plumbing	\$ 162.00
46	AECOM	Sub-Contractor	KanePotaka, Teuk	Estimator I Comms / IT	\$ 89.00

47	AECOM	Sub-Contractor	Lou George	Estimator II Comms / IT	\$	123.00
48	AECOM	Sub-Contractor	Corey Coleman	Estimator III Comms / IT	\$	145.00
49	AECOM	Sub-Contractor	Ramesh Rangiah	Estimating Manager Comms / IT	\$	179.00
50	AECOM	Sub-Contractor	KanePotaka, Teuk	Estimator I Security	\$	89.00
51	AECOM	Sub-Contractor	Lou George	Estimator II Security	\$	123.00
52	AECOM	Sub-Contractor	Corey Coleman	Estimator III Security	\$	145.00
53	AECOM	Sub-Contractor	Ramesh Rangiah	Estimating Manager Security	\$	179.00
54	Martin/Martin, Inc.	Sub-Contractor	Scott Paling, PE, LEED AP	Engineer VIII		\$235
55	Martin/Martin, Inc.	Sub-Contractor	David Le, PE	Engineer VIII		\$235
56	Martin/Martin, Inc.	Sub-Contractor	Chelsy Clark-Supinski, PE	Engineer VII		\$205
57	Martin/Martin, Inc.	Sub-Contractor	Kelly Proulx, PE	Engineer VI		\$185
58	Martin/Martin, Inc.	Sub-Contractor	Alex Potvin, PE	Engineer V		\$155
59	Martin/Martin, Inc.	Sub-Contractor	Tom Ogren, PE	Engineer IV		\$145
60	Martin/Martin, Inc.	Sub-Contractor	Sam Baxter, EIT	Engineer III		\$125
61	Martin/Martin, Inc.	Sub-Contractor	Stephanie LaCru, EIT	Engineer II		\$115.00
62	Martin/Martin, Inc.	Sub-Contractor	Rob Silvas	Engineer Technican IV		\$155
63	Martin/Martin, Inc.	Sub-Contractor	Matt Chapa	Engineer Technican III		\$135
64	Martin/Martin, Inc.	Sub-Contractor	Dom Bejarano	Engineer Technican II		\$120
65	Martin/Martin, Inc.	Sub-Contractor	Lisa Jackson	Engineer Technican I		\$110
66	Elevation Consulting Group	Sub-Contractor	Ryan Meisel	Engineer IV		\$125
67	Elevation Consulting Group	Sub-Contractor	Gabe Taylor	Engineer III		\$110
68	Elevation Consulting Group	Sub-Contractor	Liz Jordan	Engineer III		\$110
69	HCL Engineering & Surveying, LLC	Sub-contractor	Lloyd Herrera	Engineer IX		\$200.00
70	HCL Engineering & Surveying, LLC	Sub-contractor	Julian Sisneros	Engineer IX		\$190.00
71	HCL Engineering & Surveying, LLC	Sub-contractor	Neal Bohnen	Engineer IX		\$190.00
72	HCL Engineering & Surveying, LLC	Sub-contractor	Byron Glenn	Engineer IX		\$190.00
73	HCL Engineering & Surveying, LLC	Sub-contractor	Caleb Rapp	Engineer VII		\$155.00
74	HCL Engineering & Surveying, LLC	Sub-contractor	Kim Martin	Engineer VII		\$155.00
75	HCL Engineering & Surveying, LLC	Sub-contractor	Jason Dahnke	Engineer VII		\$155.00
76	HCL Engineering & Surveying, LLC	Sub-contractor	Dominic Herrera	Architect VI		\$170.00
77	HCL Engineering & Surveying, LLC	Sub-contractor	Michael Wilcox	Architect V		\$145.00
78	HCL Engineering & Surveying, LLC	Sub-contractor	Alex Svecz	Engineer V		\$125.00
79	HCL Engineering & Surveying, LLC	Sub-contractor	Brad Petersen	Engineer VIII		\$165.00
80	HCL Engineering & Surveying, LLC	Sub-contractor	Emma Elefante	Engineer V		\$125.00
81	HCL Engineering & Surveying, LLC	Sub-contractor	Chad Buelter	Engineer V		\$125.00
82	HCL Engineering & Surveying, LLC	Sub-contractor	Walt Craig	Engineer V		\$125.00
83	HCL Engineering & Surveying, LLC	Sub-contractor	Tabata Lua	Engineer IV		\$125.00
84	HCL Engineering & Surveying, LLC	Sub-contractor	Scott Albertoni	Engineer II		\$105.00
85	HCL Engineering & Surveying, LLC	Sub-contractor	Juan Martinez	Engineer III		\$115.00
86	HCL Engineering & Surveying, LLC	Sub-contractor	Rudolf Oplatka	Engineer VII		\$165.00
87	HCL Engineering & Surveying, LLC	Sub-contractor	Michael Quintana	Field Engineer		\$145.00
88	HCL Engineering & Surveying, LLC	Sub-contractor	Andres Estrada	Land Surveyor		\$145.00
89	HCL Engineering & Surveying, LLC	Sub-contractor	Lee Lovell	Land Surveyor		\$145.00
90	HCL Engineering & Surveying, LLC	Sub-contractor	Roy Moesser	Land Surveyor		\$140.00
91	HCL Engineering & Surveying, LLC	Sub-contractor	Jon Spirk	Land Surveyor		\$140.00
92	HCL Engineering & Surveying, LLC	Sub-contractor	Errol Rivera	Engineer Technican IV		\$120.00
93	HCL Engineering & Surveying, LLC	Sub-contractor	Alex White	Engineer Technican IV		\$120.00
94	HCL Engineering & Surveying, LLC	Sub-contractor	Josh Harrell	Engineer Technican IV		\$120.00
95	HCL Engineering & Surveying, LLC	Sub-contractor	Brian VanDerPol	Engineer Technican IV		\$120.00
96	HCL Engineering & Surveying, LLC	Sub-contractor	Korina Padilla	Engineer Technican IV		\$120.00
97	HCL Engineering & Surveying, LLC	Sub-contractor	Christopher Herrera	Engineer Technican I		\$100.00
98	HCL Engineering & Surveying, LLC	Sub-contractor	Ihsan Garcia	Party Chief		\$140.00
99	HCL Engineering & Surveying, LLC	Sub-contractor	Jadon Zedrick	Instrument Technician		\$40.00
100	HCL Engineering & Surveying, LLC	Sub-contractor	Marco Rodriguez	Party Chief		\$140.00
101	HCL Engineering & Surveying, LLC	Sub-contractor	Ubaldo Rodriguez	Party Chief		\$140.00
102	HCL Engineering & Surveying, LLC	Sub-contractor	Jason Zedrick	Party Chief		\$140.00
103	HCL Engineering & Surveying, LLC	Sub-contractor	Desmond Duran	Party Chief		\$140.00
104	HCL Engineering & Surveying, LLC	Sub-contractor	Scott Donahoe	Party Chief		\$140.00
105	HCL Engineering & Surveying, LLC	Sub-contractor	Shelly Phillips	Project Accountant		\$105.00
106	HCL Engineering & Surveying, LLC	Sub-contractor	Aleisha Martinez	Project Accountant		\$105.00
107	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Brenda Yockstick	Engineer VIII		\$215.00
108	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Josh Evans	Engineer VI		\$190.00
109	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Vanessa Weryblo	Engineer V		\$160.00
110	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Austin Reese	Engineer Technican IV		\$150.00
111	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Alyssa Wolf	Engineer Technican III		\$140.00
112	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Nicole Nickerson	Engineer II		\$130
113	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Elias Hendricks	Engineer I		\$120
114	Jirsa Hedrick & Associates, Inc	Sub-Contractor	Matthew Robinson	Technical Support II		\$110
115	CE Group	Sub-Contractor	Daniel Peel	Engineer III		\$127
116	CE Group	Sub-Contractor	Mark D'Rosario	Engineer VIII		\$256
117	CE Group	Sub-Contractor	Paul Seward	Engineer VIII		\$256
118	CE Group	Sub-Contractor	Nancy D'Rosario	Project Accountant		\$106
119	BCER Engineering	Sub-Contractor	Mike Schroeder	Engineer IX		\$220.00
120	BCER Engineering	Sub-Contractor	Jeff Visnic	Engineer VIII		\$200.00
121	BCER Engineering	Sub-Contractor	Todd Brand	Engineer VI		\$180.00
122	BCER Engineering	Sub-Contractor	Greg Montragon	Engineer V		\$160.00
123	BCER Engineering	Sub-Contractor	Jock Petersen	Engineer IV		\$120.00
124	PK Electrical	Sub-Contractor	Karen D. Purcell, P.E.	Engineer VIII	\$	320.82
125	PK Electrical	Sub-Contractor	Alan Wiskus	Engineer IX	\$	320.82

126	PK Electrical	Sub-Contractor	Mike Greene, P.E.	Engineer VII	\$	226.84
127	PK Electrical	Sub-Contractor	Rob Bogan	Engineer V	\$	217.75
128	PK Electrical	Sub-Contractor	Brian Cuneo, P.E.	Engineer VI	\$	377.44
129	PK Electrical	Sub-Contractor	Joey Ganser, P.E.	Engineer VII	\$	272.21
130	PK Electrical	Sub-Contractor	Linda Schulte	Engineer III	\$	145.16
131	PK Electrical	Sub-Contractor	Tim Castaldy	Engineer V	\$	181.47
132	PK Electrical	Sub-Contractor	Reid Poling, MS, EI, LEED AP® BD+C	Engineer III	\$	145.16
133	PK Electrical	Sub-Contractor	Zack Jernigan, P.E.	Engineer V	\$	181.47
134	AE Design Inc	Sub-Contractor	Jon Brooks, PE, IALD, LEED AP BD+C, CXA	Project Manager Functional IV	\$	225.00
135	AE Design Inc	Sub-Contractor	Bryan Jass, LEED AP BD+C, CxA	Project Manager	\$	200.00
136	AE Design Inc	Sub-Contractor	Kit Davidson, PE, LEED Green Associate	Engineer IX	\$	190.00
137	AE Design Inc	Sub-Contractor	Moriah Trantham, EI, IES	Engineer VII	\$	160.00
138	AE Design Inc	Sub-Contractor		Engineer V	\$	140.00
139	AE Design Inc	Sub-Contractor		Contract Administrator II	\$	105.00
140	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Renee Azerbegi	Project Manager	\$	220.00
141	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Linda Morrison	Engineer IX	\$	205.00
142	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Victoria Herrero-Garcia	Engineer V	\$	150.00
143	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Loretta Pokorny	Engineer IV	\$	130.00
144	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Trisha Parekh	Engineer II	\$	115.00
145	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	John Kramer	Engineer V	\$	150.00
146	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Eric Rader	Engineer III	\$	125.00
147	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Adam Casaus	Scheduler II	\$	100.00
148	Ambient Energy, a Mead & Hunt Company	Sub-Contractor	Christina Seri	Project Accountant	\$	100.00
149	Group14 Engineering, PBC	Sub-Contractor	Celeste Cizik	Project Manager Functional IV	\$	\$200
150	Group14 Engineering, PBC	Sub-Contractor	Laura Charlier	Project Manager Functional IV	\$	\$200
151	Group14 Engineering, PBC	Sub-Contractor	Matt Cooper	Project Manager Functional IV	\$	\$200
152	Group14 Engineering, PBC	Sub-Contractor	Alex Kosis	Project Manager Functional IV	\$	\$174
153	Group14 Engineering, PBC	Sub-Contractor	Nick Buike	Project Manager Functional IV	\$	\$166
154	Group14 Engineering, PBC	Sub-Contractor	Scott Tonn	Engineer VI	\$	\$163
155	Group14 Engineering, PBC	Sub-Contractor	David Lawry	Engineer VI	\$	\$158
156	Group14 Engineering, PBC	Sub-Contractor	Taylor Roberts	Engineer V	\$	\$148
157	Group14 Engineering, PBC	Sub-Contractor	Anna McCullough	Engineer V	\$	\$141
158	Group14 Engineering, PBC	Sub-Contractor	Rachelle Macur	Project Manager Functional III	\$	\$142
159	Group14 Engineering, PBC	Sub-Contractor	Laura Unrein	Project Manager Functional III	\$	\$136
160	Group14 Engineering, PBC	Sub-Contractor	Lauren McNeill	Project Manager Functional III	\$	\$133
161	Group14 Engineering, PBC	Sub-Contractor	Shelia Gore	Contract Manager II	\$	\$137
162	Group14 Engineering, PBC	Sub-Contractor	Kate Dumez	Engineer IV	\$	\$136
163	Group14 Engineering, PBC	Sub-Contractor	Grace Pederson	Engineer IV	\$	\$133
164	Group14 Engineering, PBC	Sub-Contractor	Laura Dyas	Engineer IV	\$	\$132
165	Group14 Engineering, PBC	Sub-Contractor	Bryce Buchannan	Engineer IV	\$	\$131
166	Group14 Engineering, PBC	Sub-Contractor	Sonja Simpson	Engineer IV	\$	\$126
167	Group14 Engineering, PBC	Sub-Contractor	Josh Hathaway	Engineer III	\$	\$123
168	Group14 Engineering, PBC	Sub-Contractor	Seth Hodson	Engineer III	\$	\$121
169	Group14 Engineering, PBC	Sub-Contractor	Pachia Moua	Engineer III	\$	\$117
170	Group14 Engineering, PBC	Sub-Contractor	Elizabeth Coleman	Engineer III	\$	\$116
171	Group14 Engineering, PBC	Sub-Contractor	Annie Kell	Project Manager Functional II	\$	\$118
172	Group14 Engineering, PBC	Sub-Contractor	Farah Wissinger	Project Manager Functional II	\$	\$113
173	Group14 Engineering, PBC	Sub-Contractor	Natalie Weber Buike	Cost Manager II	\$	\$106
174	Group14 Engineering, PBC	Sub-Contractor	Zach Taylor	Engineer II	\$	\$109
175	Group14 Engineering, PBC	Sub-Contractor	Sade Odumuye	Engineer II	\$	\$106
176	Group14 Engineering, PBC	Sub-Contractor	Katie Leiker	Engineer II	\$	\$102
177	Group14 Engineering, PBC	Sub-Contractor	Madi Gore	Engineer II	\$	\$96
178	Group14 Engineering, PBC	Sub-Contractor	Sarah Shimizu	Engineer I	\$	\$82
179	Y2K Engineering, LLC	Sub-Contractor	Denise Baker	Engineer Technician II	\$	95.00
180	Y2K Engineering, LLC	Sub-Contractor	Michelle Beckley	Engineer II	\$	145.00
181	Y2K Engineering, LLC	Sub-Contractor	Samantha Cole	Engineer Technician I	\$	80.00
182	Y2K Engineering, LLC	Sub-Contractor	Steve Gangwal	Project Manager	\$	200.00
183	Y2K Engineering, LLC	Sub-Contractor	Keith Koprowski	Engineer V	\$	205.00
184	Y2K Engineering, LLC	Sub-Contractor	Yung Koprowski	Engineer V	\$	205.00
185	Y2K Engineering, LLC	Sub-Contractor	Connor McAlinden	Engineer Technician III	\$	110.00
186	Y2K Engineering, LLC	Sub-Contractor	Travis Moe	Engineer Technician II	\$	95.00
187	Y2K Engineering, LLC	Sub-Contractor	Nicole Neiffer	Engineer Technician III	\$	110.00
188	Y2K Engineering, LLC	Sub-Contractor	Ryan Neiffer	Engineer Technician III	\$	110.00
189	Y2K Engineering, LLC	Sub-Contractor	Rae Stephani	Engineer I	\$	120.00
190	Y2K Engineering, LLC	Sub-Contractor	Sam Taylor	Engineer II	\$	145.00
191	Y2K Engineering, LLC	Sub-Contractor	Chris Williams	Engineer IV	\$	190.00
192	Y2K Engineering, LLC	Sub-Contractor	Eileen Yazzie	Project Manager	\$	170.00
193	Jensen Hughes	Sub-Contractor	Julia Cuendet	Engineer I	\$	145.00
194	Jensen Hughes	Sub-Contractor	Alex Cooper	Engineer II	\$	170.00
195	Jensen Hughes	Sub-Contractor	Gino Bianconi	Engineer III	\$	195.00
196	Jensen Hughes	Sub-Contractor	Alyssa Konsko	Engineer III	\$	195.00
197	Jensen Hughes	Sub-Contractor	Victor Wight	Engineer III	\$	195.00
198	Jensen Hughes	Sub-Contractor	Marcel Proulx	Engineer IV	\$	220.00
199	Jensen Hughes	Sub-Contractor	Aaron Elston	Engineer IV	\$	220.00
200	Jensen Hughes	Sub-Contractor	Shawn Block	Engineer IV	\$	220.00
201	Jensen Hughes	Sub-Contractor	Johnny Hays	Engineer VI	\$	270.00
202	Jensen Hughes	Sub-Contractor	Scott Craig	Engineer IX	\$	340.00
203	Delet	Sub-Contractor	Yael Nyholm	Project Manager Functional IV	\$	165.00

Exhibit D

ON-CALL PROFESSIONAL SERVICES DESIGN AND ENGINEERING

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: June 2021

1 INTRODUCTION

1.1 GENERAL SCOPE

- 1.1.1 The Airport maintains on-call professional design service contracts to provide various architectural, engineering and other professional services on an as-needed basis. The Task Order scopes of work are defined on an individual basis and may include, but not limited to, facility planning, masterplan studies, strategic planning and implementations, infrastructure analysis, conceptual design, contract document developments, and design standards development.
- 1.1.2 Should a Task Order scope of work require a specialty subconsultant not represented on the Consultant's team, the Consultant shall request to add specialty subconsultant and submit the subconsultant's qualifications, personnel pay classifications, and hourly billing rates for approval.
- 1.1.3 The term "Task Order" and/or "Project" when it is used in this Agreement means all work associated with the proposal preparation, preparation of design and construction documents, plans, specifications, reports, analysis, estimates, and construction administration for any and all professional design services as requested by the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant shall provide professional services for specific task order scopes of work in accordance to the executed Task Order. The Consultant team must consist of licensed architect and engineers registered in the State of Colorado. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Task Order and the most current DEN Standards; all applicable local, State and Federal codes and regulations; and Airport Rules and Regulations. The Consultant's work also shall adhere to the DEN Design Principles.

2.2 TASK ORDER SCOPE OF WORK AND REQUEST OF PROPOSAL

- 2.2.1 The designated DEN representative will issue to the Consultant a Task Order Request for Proposal (RFP) for each specific Task Order. Unless otherwise noted in the Task Order RFP, the Consultant shall prepare and submit a fee proposal with a preliminary task schedule within 14 days of receipt of the Task Order RFP. The Consultant shall note that the issuance of Task Order RFP may not guarantee an executed Task Order. Under DEN On-Call Contract Usage Policy, DEN may issue Task Order RFP to multiple Consultants for competitive proposals. In that case, the Consultants will be made aware of the proposal requirements and processes.
- 2.2.2 At a minimum, the Consultant's fee proposal shall include the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scopes of work performed by all subconsultants.

- 2.2.2.2 A fee proposal broken down by personnel pay classifications, proposed hourly billing rates, schedule, and total hours proposed to complete the Task Order scope of work.
- 2.2.2.3 A schedule identifying all phases, deliverables, if applicable, durations as required for DEN design and approval(s).
- 2.2.2.4 Identification of the total Task Order Not to Exceed (NTE) amount.

2.3 TASK ORDER

- 2.3.1 For each Task Order scopes of work issued, DEN will review the Consultant's proposal for approval and task execution. No work shall be commenced by the Consultant without having received a fully executed On-Call Task Order Authorization. In the event of approval of the Consultant's fees and schedule through an executed Task Order, the Consultant shall perform such work within the time and fee agreed.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO TASK ORDER

- 2.4.1 The Consultant shall assign a lead project manager to each executed Task Order who has the task applicable experience and knowledge. The Consultant team must consist of professional architect and/or engineer registered in the State of Colorado. The lead project manager will be the point of contact for the designated DEN representative. In some cases, the Task Order lead Project Manager is the key personnel assigned to the Agreement.
- 2.4.2 In cases that the Consultant chooses to assign a principal, associate principal or other individual that is at a higher hourly billing rate as lead project manager, the time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the approved project manager hourly billing rate. The Consultant and/or the subconsultant will not be compensated for any work deemed by DEN out of scope of the approved Task Order.
- 2.4.3 The Consultant may submit, and DEN will consider a request for reassignment of a project manager, should the Consultant deem it to be in the best interest of the Consultant's organization or for that project manager's career development or in the best interest of DEN. Reassignment will be subject to the approval of the SVP of Planning & Design or the designated DEN representative. Any personnel replacement must have similar or equal experience and qualifications to that of the personnel to be replaced and approval shall be at DEN's discretion as further provided in the contract.

2.5 DILIGENCE

- 2.5.1 The Consultant shall perform the services as defined in the executed Task Order scope of work in a timely manner and as directed by the designated DEN representative.
- 2.5.2 The Consultant and Subconsultant, internally, shall QA/QC all work submitted to DEN in accordance to the approved Consultant's QA/QC strategy and plan. It is the lead

project manager's responsibility to ensure all QA/QC activities performed prior to submitting work to DEN.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

3.1.1 DEN Supplied Documents: Where available, DEN will make available to the Consultant the existing record documents related to the specific Task Order scope of work. The record documents may include the following:

3.1.1.1 Past facility studies, reports, assessment, and presentations,

3.1.1.2 Electronic files of Construction Record Drawings and Specifications,

3.1.1.3 Available BIM models for the areas of work.

3.1.2 Information Gathering: The Consultant shall include in its fee proposal for each Task Order, the applicable cost to evaluate existing field conditions and to gather facility record information through DEN Asset Management. Such evaluation may include, but not be limited to, reviewing of hard copy and/or electronic project records documents, site investigations, etc. The DEN electronic documents are not necessarily representative of true as-builts conditions in the field. The Consultant's Task Order fee proposals shall also include field verification of existing conditions related to architectural, structural, mechanical, electrical and other systems.

3.2 AIRPORT SECURITY REQUIREMENTS

3.2.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Federal Aviation Administration rules and regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific

purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

- 4.1.2 The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the contract, Article 3, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its subconsultants in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Design Services Authorization. The Consultant and Subconsultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request For Proposal and the City will not be obligated to fund any work performed by the Consultant and Subconsultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

5.2 ADDITIONAL SERVICES

- 5.2.1 DEN's Project Manager may request changes to the scope of work. Within 14 days upon receipt of the request for additional services or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a fee proposal that includes the following:
 - 5.2.1.1 A narrative of the understanding of the requested change(s) including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.

- 5.2.1.2 A free proposal broken down by personnel pay classifications, proposed hourly billing rates, schedule, and total hours proposed to complete the additional services.
- 5.2.1.3 A revised schedule identifying all phases, deliverables, if applicable, durations as required for DEN design and approval(s).
- 5.2.2 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Task Order Authorization Amendment. The Consultant shall not commence any work changes without an executed Task Order amendment.

END OF EXHIBIT

Exhibit E

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: June 2021

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. 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 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 this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 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 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.

2 WORK SCHEDULE

- 2.1 Task Order schedules shall include all activities that the Consultant shall perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions, if applicable, that must be performed by the City and third parties, which would affect the Consultant's Task Order.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, including one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule. DEN 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 direct labor-hours expended for the period invoiced to perform a Task Order.
 - 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a

schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.

- 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by DEN. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by DEN of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for changes to the approved scope of work from the Consultant.
- 4.2 DEN will provide the Consultant with the format required to process the payment. The DEN 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 DEN for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. Unless otherwise noted, invoice(s) and the support documents shall be submitted to DEN Business Management Services Contract Administration via email ContractAdminInvoices@flydenver.com with the DEN Project Manager copied.
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted and correspond to the specific Task Order.
- 4.4 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.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 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:

- 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 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 electronic copy of the employee's signature.
- 4.7 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 City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement 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, 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. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.8 Textura®: In the case that Textura Payment Management System is used for a specific Task Order, DEN will provide the Textura fee amount to the Consultant. Consultant will pay the Textura fee along with any applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report with its invoice.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. The Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with DEN representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the DEN in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be commenced without prior written approval of the DEN Project Manager. DEN is not obligated to grant any schedule or cost changes 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 or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
 - 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 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, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee. 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. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved and signed by the DEN 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 DEN 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. Tolls will not be reimbursed.
- 8.6 Rental Car: At cost for standard class or smaller and only 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 Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will 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, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. 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's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.

- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

9.1.1 All requirements in this section may be modified by the Planning & Design Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

9.2 Prior To Commencement of work – Submittals Required

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

9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants.

9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee’s signature.

9.2.4 Work Schedule.

9.3 Monthly Submittals

9.3.1 The Consultant shall submit the Monthly Progress Report.

9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9.4 Submittals Required - After Task Order Request for Proposal

Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:

9.4.1 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.

9.4.2 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.

9.4.3 The Consultant shall submit the Task Order Fee Proposal template detailing the costs of the Project.

9.4.4 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

10.1 Following the issuance of Task Order, the Consultant shall meet with the DEN Project Manager to review the proposed method of correspondence, email, & submittal communication control. Following this review, the Consultant shall institute its control procedures for the Task Order.

11 REFERENCED FORMS

Form #	Name
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Consultant shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

Consultant shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage may be accepted provided it includes a business use endorsement.
 - f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Consultant shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Consultant to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. **Professional Liability (Errors and Omissions) Insurance:**
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Unmanned Aerial Vehicle (UAV) Liability:**
If Lessee desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.
6. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability), Consultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, agents, employees and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement, Consultant's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, agents, employees and volunteers by policy endorsement.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City is included under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must (i) specify the issuing companies, policy numbers and policy periods for each required form of coverage, (ii) be issued and signed by an authorized entity and (iii) be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may

elect to undertake.

12. No material changes, modifications or interlineations to insurance coverage required by this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

STUDIO COMPLETIVA, INC.

is a

Corporation

formed or registered on 05/21/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021136626 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2022 that have been posted, and by documents delivered to this office electronically through 05/02/2022 @ 08:41:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/02/2022 @ 08:41:28 in accordance with applicable law. This certificate is assigned Confirmation Number 13989165 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."