

## AGREEMENT FOR PROFESSIONAL ON-CALL SERVICES

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

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional services through an on-call, task-based contract to assist DEN with airport and aviation planning as requested by DEN and approved by separate task authorizations;

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

**WHEREAS**, Consultant is qualified and ready, willing, and able to perform the services on an "on-call" basis, as set forth in this Agreement in a timely, efficient, and economical manner;

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

#### 1. LINE OF AUTHORITY:

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

#### 2. SCOPE OF WORK:

A. **General**: The Consultant will provide professional services as designated in written "**Task Orders**" by the Project Manager from time to time and as described in the attached **Exhibit A** ("**Scope of Work**") in accordance with schedules and budgets to be mutually agreed upon in each Task Order.

B. **Professional Responsibility**: The 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. Consultant hereby represents and warrants to the City that it will perform its services skillfully, carefully, diligently, and in a workmanlike manner.

### 3. COMPENSATION AND PAYMENT:

A. **Fee:** The City hereby agrees to pay the Consultant, and Consultant agrees to accept as its sole compensation for complete costs incurred and services rendered under this Agreement, amounts negotiated for individual Task Orders calculated in accordance with the provisions of this Agreement, including the rates stated in **Exhibit B**.

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

C. **Invoices:** Payments shall be based upon monthly progress invoices and receipts submitted by Consultant that have been audited and approved by the City, as follows:

(1) An executive summary and status reports that describe the progress of the task and summarize the work performed under each task authorized during the period covered by the invoice.

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

(3) The amounts shown on the invoices shall comply with and clearly reference the relevant task authorization, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.

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

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

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

D. **Carry Over and Carry Back:** If the Consultant's total fees for any of the Task Orders described above shall be less than the amount budgeted above for such Task Order, then the amount by which the budget exceeds the fee may be used, with the written approval of the Project Manager, to pay fees for additional and related services rendered by the Consultant in any other task if in the Project Manager's judgment such additional fees are reasonable and appropriate.

#### **4. MAXIMUM CONTRACT AMOUNT: FUNDING:**

A. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Maximum Contract Amount**”).

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Consultant acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

#### **5. TERM:**

The Term of this Agreement **shall commence on July 1, 2016, and shall terminate on June 30, 2019**, unless sooner terminated as provided in this Agreement. Should for any reason the Term expire prior to the completion by Consultant of a task, then in the CEO’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

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

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

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

**7. STATUS OF CONSULTANT:**

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

**8. ASSIGNMENT:**

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

**9. KEY PERSONNEL ASSIGNMENTS:**

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

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

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

**10. SUBCONSULTANTS AND SUBCONTRACTORS:**

A. Although Consultant may retain, hire, and contract with outside subconsultants for work under this Agreement, no final agreement or contract with any such subconsultant shall be entered into without the prior written consent of the CEO or the CEO's authorized representative. Requests for such approval must be made in writing and include a description of the nature and

extent of the services to be provided, the name, address and professional experience of the proposed subconsultant, and any other information requested by the CEO. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

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

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

#### **11. NO DISCRIMINATION IN EMPLOYMENT:**

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

#### **12. INSURANCE:**

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

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

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

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

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

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

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

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

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

**15. SMALL BUSINESS ENTERPRISES:**

The Division of Small Business Opportunity has determined that this contract's Scope of Services does not fall under the provisions of Denver's Construction Empowerment Initiative Ordinance.

**16. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:**

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

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

**17. OWNERSHIP OF WORK PRODUCT:**

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

**18. PREVAILING WAGE:**

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

**19. ADVERTISING AND PUBLIC DISCLOSURES:**

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

**20. COLORADO OPEN RECORDS ACT:**

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

**21. SENSITIVE SECURITY INFORMATION:**

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

**22. AIRPORT SECURITY:**

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

B. Upon execution of this Agreement, Consultant shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Consultant's



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

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

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

### **23. TERMINATION:**

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

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

C. Upon termination of this Agreement by the City, Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Consultant shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than two (2) months from the effective date of termination. Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Amount.

**24. NOTICES:**

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

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

And by City to: Intervistas Consulting, Inc.  
125 High Street, Ste. 2102  
Boston, MA 02110

Contact Name: Deborah Meehan  
Phone: 617-229-6471  
Email: deborah.meehan@intervistas.com

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

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

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

**26. NO THIRD PARTY BENEFICIARIES:**

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

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

Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions

or refusal to cooperate with implementation of the policy can result in the City's barring Consultant from City facilities or participating in City operations.

**28. CITY SMOKING POLICY:**

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

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

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

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

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

**30. FEDERAL PROVISIONS:**

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

**31. CONFLICT OF INTEREST:**

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

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

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and D.R.M.C. § 20-90, and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

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

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

C. The Consultant also agrees and represents that:

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

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

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

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

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

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

**33. ADMINISTRATIVE HEARING:**

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

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

This agreement consists of Sections 1 through 35 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix No. 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 35 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix No. 1
- Sections 1 through 35 hereof
- Exhibit A
- Exhibit B
- Exhibit C

**35. CITY EXECUTION OF AGREEMENT:**

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

**[SIGNATURE PAGES FOLLOW]**

## APPENDIX NO. 1

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

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

such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 7. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

**Contract Control Number:** PLANE-201523870-00

**Contractor Name:** INTERVISTAS CONSULTING INC

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

Name: Debrah Maehar  
(please print)

Title: CEO + President  
(please print)

**ATTEST: [if required]**

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

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

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





**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Exhibit A**  
**Scope of Work**  
**On-Call Airport Planning**

The Consultant will be required to provide professional consulting services in the general subject areas identified below.

**1. Strategic and Tactical Planning Studies and Documentation**

To 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)
- Preparation of forecasts of aviation demand and related derivative projections
- Assessments of processing rates and comparisons of facility demands and capacities
- Determination of future facility requirements
- Formulation and evaluation of development alternatives including changes in policies and procedures and business and safety risk assessments.
- Preparation of Airport Layout Plan drawing sets and narratives and other facility layout plans
- Estimation and assessment of costs, financial feasibility (including benefit cost analyses) and financial implementation planning.
- Development and assessment of land use plans, on- and off-airport property including height restrictions
- Reports, drawings, presentations and documentation of work products

Types of facilities studied may include:

- Runways, taxiways, aprons, deicing pads
- Terminals and concourses
- Roadways and transit systems
- Public and employee parking
- Rental cars
- Airport and airline maintenance
- Cargo
- Other support and ancillary tenant concessions and facilities

**2. Assistance in Other Airport Planning Work**

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

- NEPA
- Facility design reviews
- Airspace and ATC procedures
- Marking and signing of airfield and aircraft gate and parking areas
- Aircraft gate use assessments and development of plans
- Safety risk management
- Simulation modeling of airfield, aircraft gates, terminal and roadway activities
- Airport zoning

### **3. Coordination and Outreach**

Organize, attend and provide materials and presentations at meetings or other 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
- Major airport stakeholders such as airlines and existing and prospective tenants
- Local County and municipal governments
- The general public and elected officials

Selected consultant will be responsible to comply with DIA's standards, policies, procedures and Project Plan(s).

## Exhibit B

**InterVISTAS Consulting Inc.**

Multiplier		3.5178
Name	Title	Rate (a)
Kenneth Currie	Executive Vice President	\$310
Peter Mandle	Executive Vice President	\$310
Brian Mohr	Senior Vice President	\$290
Mark Nagle	Senior Vice President	\$285
Gavin Duncan	Senior Vice President	\$285
Dan Barton	Senior Manager	\$230
Josh Cohn	Senior Manager	\$205
Stephanie Box	Manager	\$175
Taylor Reid	Sr Consultant	\$151
Albert Zhong	Consultant	\$137
Derek Marazzo	Graphics	\$80

**Bachman PR**

Multiplier		n. a.
Name	Title	Rate (b)
Lisa Bachman	Principal	\$160
Monica Ramey	Public Inv'tment Consultant	\$150
Michelle Kay	Public Inv'tment Manager	\$140

**Logplan**

Multiplier		n. a.
Name	Title	Rate (c)
Matthias Frenz	Principal	\$178
Rick Kelly	Project Manager	\$156
Rich DeFouw	Systems Engineer	\$156
Tim Schultze	Software Systems Engineer	\$156
Young Kim	Software Systems Engineer	\$156
Kent Stenzel	Systems Engineer	\$156
Peter Evans	Systems Engineer	\$156
Michael Taylor	Electirical Engineer AGTS	\$156
Henrik Hansen	Engineer	\$137
Carsten Boegner	Engineer	\$137
Michael Blanton	Engineer	\$137
Daryl Erwin	Engineer	\$137
John Lovshin	Construction Manager	\$137
Andy Johnson	BHS Engineer	\$137
Chet Arasim	Architect	\$137
Dominic Lasser	Engineer	\$137
Brad Koniz	Project Support	\$53

**NACO**

Multiplier		4.3230
Name	Title	Rate
Paul Wessels	Architect VIII	\$275
Piet Ringersma	Architect VI	\$221
Hein Baijer	Sr Airport Planner	\$210
Steven Wanders	Engineer 5	\$165
Remko Oostra	Designer 3	\$165
Martin Schutman	Engineer 5	\$155
Maarten de Bruin	Architect IV	\$139

**Quantum Spatial**

Multiplier		2.9999
Name	Title	Rate
Marlin Zook	Production Manager	\$230
Jonathan Wittman	Flight Dept Manager	\$189
Doug Fuller	Project Manager	\$136
Oswaldo Vasconez	CADD/Edit Lead	\$131
Jeffrey Polzin	Geospatial Lead	\$130
Brad Muecke	Flight Support	\$127
Clifford Feldheim	Geomatics Lead	\$123
Doug Logan	Imagery Processing Lead	\$118
Grover Bevins	Airborne GPS Tech Lead	\$116
Daniel Jones	CONUS Pilot	\$109
Sandra Michael	Clerical	\$107
Auli Beverly	Geospatial Tech	\$100
Thomas Phelps	CONUS Sensor Operator	\$92
Mark Boyd	Geomatics Tech	\$86
Lisa Toney	CADD/Edit Tech	\$75
Jeremy Young	Imagery Processing Technician	\$50

**Sunland Group**

Multiplier		2.6784
Name	Title	Rate
Charles Whidden	Engineer 8	\$201
Ben Thompson	Cost Estimating Engineer	\$193
Chris Reid	Engineer 9	\$161
Brian Nasky	Architect	\$148
Jon Brady	Cost Estimator	\$142
Jose Martinez	Planner/Scheduler	\$116
Stuart Hoevelman	Cost Estimator	\$109
Jorge Flores	Planner/Scheduler	\$106
Meg Grayson	Senior Architect	\$97
Mike Copeland	Senior Construction M'ger	\$95
Natalie Welch	Architect	\$80
Suchita Toshniwal	Designer	\$64

**Stofus & Associates**

Multiplier		2.7867
Name	Title	Rate
Elizabeth Stofus	Partner / Principal	\$203
Matthew J. Brown	Project Manager	\$163
Michelle Hansen	Project Manager	\$159
Steve Mystkowski	Project Manager	\$154
Andrew Amend	Engineer 7	\$114
Sarah Zarzecki	Engineer 7	\$114
Jenna Frye	Engineer 7	\$113
Gabriella Arismendi	Other	\$110
Chris Atwater	Engineer 5	\$88
Celeste Chavez Shinn	Engineer 3	\$79
Evgeniya Tyson	Engineer 3	\$77
Maxwell Rusch	Engineer 3	\$70
Jessie Mamos	Administrative Assistant	\$64
Alexandra Cettie	Administrative Assistant	\$47

**Tryba Architects**

Multiplier		2.7298
Name	Title	Rate
David Tryba	Managing Partner	\$361
William Moon	Partner / Principal	\$262
Alexa Taylor	Design Manager	\$144
Kathleen Fogler	Designer	\$115

**Walker Parking**

Multiplier		3.3440
Name	Title	Rate
Robert Stanley	Vice President	\$225
Kirk Taylor	Project Manager	\$167
Philip Baron	Parking Consultant	\$166
Darrell Gallegos	Parking Designer	\$150
Jeremiah J. Simpson	Parking Consultant	\$145
Melissa Peck	Parking Designer	\$107

## Notes:

(a) For all InterVISTAS staff listed, the rate shown is equal to or less than their calculated rate based on the multiplier.

(b) Rates shown for Bachman PR are commercial rates, not based upon a multiplier.

(c) Rates shown for Logplan are commercial rates, not based upon a multiplier.



### III. ADDITIONAL CONDITIONS

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

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

### NOTICE OF CANCELLATION

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