

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into as of the date stated on 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 (“**City**”), and **AMBIENT ENERGY, INC.**, a Colorado corporation (“**Consultant**”) (collectively “**Parties**”).

WITNESSETH:

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

WHEREAS, City desires to obtain professional services to provide On-call professional services to assist the DEN Sustainability team in the identification and development of energy and water efficiency & reduction projects, emissions reductions project planning, and continued development of opportunities and strategies to implement DEN’s Energy Master Plan, on an as needed basis; and

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

WHEREAS, Consultant’s proposal was selected for award of the contract; 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;

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

ARTICLE I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “**CEO**”) authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated to the “**Project Manager**” the authority to coordinate services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions. The initial Project Manager for this Agreement is **Amanda Sutton**. A different Project Manager may be substituted at any time upon notice to the Consultant.

ARTICLE II DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. Scope of Services. Consultant will provide professional services and provide deliverables for the City as designated by the Project Manager from time to time and as described in the attached **Exhibit A (Scope of Work)** and **Exhibit B (Scheduling, Progress Reporting, Invoicing, and Correspondence Control)**, including, but not limited to, planning studies, condition assessments, design, system modeling, permitting, construction document preparation, construction administration, testing & reporting, scheduling & cost estimating, or other related engineering services that may be required.

B. Task Orders. The Scope of Work will be implemented through task-specific scopes of work will be defined through “**Task Orders**” on a project-by-project basis. Task Orders will define schedules, budgets, and deliverables for each task.

C. Standard of Performance. 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 City it will perform its services skillfully, carefully, diligently, and in a first-class manner. Consultant agrees and understands City, in its sole discretion, shall determine whether services are provided in a first-class manner. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

D. Key Personnel Assignments.

1. All key professional personnel identified in **Exhibit E (Core Staff Labor Rate Schedule)**, will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in **Exhibit E** will perform work under this Agreement, unless otherwise 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.

2. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, 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. If the Project Manager notifies Consultant that certain of its key personnel will not be retained on this project, Consultant will use its best efforts to obtain adequate substitute personnel within ten (10) days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure to obtain the requisite approval shall be grounds for termination for cause in accordance with Article 3, Section B.

E. Subcontractors.

1. Although Consultant may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Project Manager. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by City. 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 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.

2. Because Consultant's represented qualifications are consideration to City in entering into this Agreement, the CEO shall have the right to reject any proposed outside 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 subcontractors or to limit the percentage of work to be performed by them, all in the CEO's sole and absolute discretion.

3. Consultant is subject to Denver Revised Municipal Code ("**D.R.M.C.**") § 20-112 wherein Consultant is to 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 City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

F. Ownership and Deliverables. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by the Consultant or any custom development work performed by the Consultant on or before the day of payment shall become the sole property of the City. Consultant, upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide 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 Consultant and the City. Consultant also agrees to allow the City to review any of the procedures the 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 three (3) years after termination of this Agreement. Upon written request from the City, the Consultant shall deliver any information requested pursuant to this Article II, Section F within ten (10) business days in the event a schedule or otherwise agreed upon timeframe does not exist.

ARTICLE III TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on execution of this Agreement, and shall terminate three (3) years thereafter, unless sooner terminated in accordance with the terms stated herein ("**Expiration Date**"). Should for any reason the Term expire prior to the completion by Consultant, in the CEO's sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.

The Term of this Agreement may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to the Consultant. However, no extension of the Term shall increase the Maximum Contract Liability stated below; such amount may be changed only by a duly executed written amendment to this Agreement.

B. Termination.

1. 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 City for cause, Consultant shall be allowed five (5) days to commence remedying its defective performance, and in the event Consultant diligently cures its defective performance to City's satisfaction, within a

reasonable time as determined solely by 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.

2. 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 services in accordance with the terms of this Agreement, Consultant shall be paid only for those services deemed by the CEO satisfactorily performed prior to the time of termination.

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

ARTICLE IV COMPENSATION AND PAYMENT

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall 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 **Six Hundred Thousand Dollars (\$600,000.00)** ("**Maximum Contract Liability**"). Consultant will be performing the services on a time and material basis up to the Maximum Contract Liability. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit E** and vary according to the experience and skill required. These rates shall apply to all Task Orders. The rates and fees stated in Exhibit E maybe updated by up to 3% once each year during the Term, on the anniversary of the execution of this Agreement, with the agreement of the Project Manager.

B. The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Consultant acknowledges and understands 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 City. City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

C. Payment Schedule. Subject to the Maximum Contract Liability set forth in this Agreement, Consultant's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Consultant understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Consultant receives prior written approval of the Project Manager, and be related to and in furtherance of the purposes of the Consultant's engagement.

D. Invoices. Payments shall be based upon submittals by Consultant in accordance with **Exhibit B**. The City reserves the right to reject and not pay any invoice or part thereof where the Project Manager determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

E. Carry Over and Carry Back. If Consultant's total fees for any of the services described above are less than the amount budgeted for, 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 Consultant in any other services if in the Project Manager's judgment, such fees are reasonable and appropriate.

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

1. Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C (Certificate of Insurance)**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance, on ACORD form or equivalent approved by the City, which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

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

3. 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.

4. Unless specifically excepted in writing by City's Risk Management Administrator, Consultant shall include all subcontracts 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 subcontractor; alternatively a subcontractor may provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subcontractor complies with all of the coverage requirements.

5. City in no way warrants and/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, or employees. Consultant shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Consultant is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure

to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

B. Defense and Indemnification.

1. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Contractor or the Contractor'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.

2. Contractor'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 suit has been filed and even if Contractor is not named as a Defendant.

3. Contractor 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.

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

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

C. DISPUTE RESOLUTION. 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 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.

ARTICLE VI GENERAL TERMS AND CONDITIONS

A. Status of Consultant. It is agreed and understood by and between the parties hereto 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 City and County of Denver, and it is not intended, nor shall it be construed, Consultant or its personnel are employees or officers of 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 Project Manager. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Project Manager, automatically terminate this Agreement and all rights of Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Project Manager.

C. 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 City and County of Denver.

D. Compliance with Patent, Trademark and Copyright Laws.

1. 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.

2. Consultant further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section B, "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.

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

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

And by City to: Ambient Energy, Inc.
1449 7th Street
Denver, CO 80204

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.

F. Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by 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 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.

G. 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 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 City and Consultant that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

H. Governing Law; Bond Ordinances; Venue.

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

2. 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.

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

ARTICLE VII STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness.

1. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

2. The Consultant is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

B. Small Business Enterprises. Consultant is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. **The goal for this Agreement is 29%.** Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded (29%), for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

C. City's Non-Discrimination Policy. In connection with the performance of Services under this Agreement, Consultant agrees not to 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 the foregoing provision in all subcontracts hereunder.

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

E. Payment of City Minimum Wage. Consultant shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. Sections 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 foregoing D.R.M.C. Sections. 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.

F. 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 Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The Project Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this Agreement and its component parts in GSA Forms 254 or 255 presentations, or the transmittal of

any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

G. Colorado Open Records Act. Consultant acknowledges that 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 City in the event of a request or legal process 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 City shall be considered confidential by City only to the extent provided in the Colorado Open Records Act, and Consultant agrees that any disclosure of information by City consistent with the provisions of the Colorado Open Records Act shall result in no liability of City.

In the event of a request to City for disclosure of such information, time, and circumstances permitting, 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, 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 prior to City's application, City will 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 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 City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

H. Examination of Records.

1. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, 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.

2. Consultant agrees until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of City, including the CEO, City's Auditor, or their representatives, shall have the right to examine any pertinent books, documents, papers and records of 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.

I. 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 City's barring Consultant from City facilities or participating in City operations.

J. City Smoking Policy. Consultant and its officers, agents and employees shall cooperate and comply with the provisions of Executive Order 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

K. Conflict of Interest. Consultant agrees that it and its subsidiaries, affiliates, subcontractors, 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 City. 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 (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to City.

L. Prohibition against Employment of Illegal Aliens to Perform Work under this Agreement.

1. The Agreement is subject to Article 17.5 of Title 8, C.R.S., and D.R.M.C. §20-90, and the Consultant is liable for any violations as provided in said statute and ordinance.
2. The Consultant certifies that:
 - (a) 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.
 - (b) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Consultant also agrees and represents that:
 - (a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (b) 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.
 - (c) 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.
 - (d) 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.

(e) 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 City within three days. The Consultant will 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.

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

M. Funding Source. Funding under the provisions of this Agreement are payable solely from the City's Airport System Capital Fund.

ARTICLE VIII STANDARD FEDERAL PROVISIONS

A. 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 federal regulations, 49 Code of Federal Regulations ("**C.F.R.**") Part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations specifically, 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 DEN's Security Office.

B. DEN Security. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Consultant or City by the FAA or Transportation Security Administration ("**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 City, then, in addition to any other remedies available to City, Consultant covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Consultant within fifteen (15) days from the date of the invoice or written notice.

C. Federal Rights. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between 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 City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

ARTICLE IX CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Articles I through X which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix A:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit B:	AIM Scheduling, Progress Reporting, Invoicing, and Correspondence Control
Exhibit C:	Certificate of Insurance
Exhibit E:	Rates

[There is no Exhibit D for this Agreement]

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

Appendix A
Articles I through X hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit E

ARTICLE X CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in two (2) 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 City.

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

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201839725-00

Contractor Name: AMBIENT ENERGY, INC.



By: Renée Azerbegi

Name: Renée Azerbegi
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF WORK
ON-CALL SUSTAINABILITY AND UTILITIES
SERVICES

CONTRACT NUMBER 201839725

MARCH 2018

City and County of Denver



Denver International Airport
Airport Infrastructure Management (AIM)

EXHIBIT A

SCOPE OF WORK

1 - INTRODUCTION

1.1 THE FACILITY DESCRIPTION: The Denver International Airport Terminal Complex consists of the main terminal, Hotel and Transit Center (HTC), north terminal support facility, airport office building, eight modules of structured parking, three airside concourses and numerous ancillary support facilities.

1.2 GENERAL SCOPE: The Airport maintains professional on-call sustainability and utilities services contracts to assist the DEN Sustainability Team in the identification and development of energy and water efficiency & reduction projects, emissions reductions project planning, and continued development of opportunities and strategies to implement the Energy Master Plan in an effort to proactively meet or exceed the performance objectives of DEN's facilities, systems, and infrastructure. In order to continually address our evolving energy and utility use needs with solutions that are the most cost-effective, low-carbon, reliable, and resilient possible, this on-call service contract will include task-order based projects including targeted energy audits; technical evaluation and analysis of energy and greenhouse gas reduction strategies; water use and conservation audits; design and development of microgrid components and implementation strategy; analysis, verification, and reporting of greenhouse gas impacts, and other on-call sustainability and utilities associated tasks. The task scopes of work may apply to existing and new airport facilities and systems, as well as airport processes and procedures. These scopes may include, but are not necessarily limited to the following topic areas:

1. Innovative technology research and recommendations
2. Mechanical and electrical energy conservation planning, studies and auditing
3. Water conservation, land-use planning, and high-performance building studies and auditing
4. Resource use benchmarking, inventories, and/or reduction planning
5. Technical reviews and reporting on an as-needed basis
6. Sustainability program implementation or certification project administration

Should a task scope of work require an engineering or sustainability discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific task scope of work. The Consultant shall identify a specialty subconsultant for the required discipline and shall submit the subconsultant's qualifications for the City's approval prior to contracting for services with that sub consultant.

1.2.1 The term "Task and Project" when it is used in this Agreement means all the work associated with the proposal preparation, review of and incorporation of requirements, observation, site visits, documentation, and subsequent reports and deliverables for any and all services as requested by the Senior Vice President of Airport Infrastructure Management or his designated representative.

2 - CONSULTANT'S SPECIFIC SCOPE OF WORK:

2.1 CONSULTANT SERVICES: The Consultant, as deemed necessary by the Senior Vice President of Airport Infrastructure Management or his designated representative, will be required to provide professional services for specific task scopes of work. The Consultant team must be able to demonstrate proficiency and expertise in the specific task scope of work, along with the following qualifications and capabilities:

1. Energy and water auditing, engineering evaluation, and total-cost-of-ownership analysis of efficiency and conservation projects
2. Familiarity with GHG accounting systems and protocols
3. Stakeholder facilitation
4. Data analytics and reporting
5. Communications, marketing, web development, and technical writing
6. Life-cycle cost analysis

The Consultant's general scope of work requirements are detailed in and its activities shall comply with the current DESIGN STANDARDS MANUALS available on the flydenver.com website and this Attachment.

2.1.2 Services: Specific task scopes of work, which will be issued with Requests for Proposals, may include, but are not limited to the following:

1. Sustainability Consulting
 - GHG analysis
 - Inventory verification for ACI's Airport Carbon Accreditation Program submittals
 - Generation of analysis and reporting for GHG certification protocols, etc.
 - Sustainability best-practice evaluation and research
 - Benchmarking, analysis, reporting, etc.
 - Research and analysis of innovative technologies, advances in sustainability practices, opportunities to advance DEN's sustainability programs, etc.
 - General sustainability program and project support
 - Implementation support of energy and water reduction programs, behavioral enhancement initiatives, stakeholder facilitation, data collection and analysis, etc.
 - Development of sustainability business cases to support development initiatives as well as white papers and case studies for publication and marketing
 - Financial, regulatory, or feasibility assessments or analysis
 - Efficiency or conservation measure conceptual design
 - Sustainability program development support
 - Envision and other green-building rating, evaluation, and certification systems
 - Certification program or project administration
 - Certification feasibility or screening assessments
 - Landscape management
 - Environmental, logistical, and impact analysis to infrastructure or operations
2. Utilities Consulting
 - Water audits
 - Efficiency and conservation analysis
 - Project identification, evaluation, justification
 - Energy audits
 - Efficiency and conservation analysis
 - Project identification, evaluation, justification
 - Evaluation of energy and water efficiency projects to support development efforts through business cases, analysis, and preliminary design documents
 - Financial, regulatory, or feasibility assessments or analysis
 - Efficiency or conservation measure conceptual design
 - Sustainability program development and implementation support
 - Renewable energy evaluations
 - Feasibility studies and conceptual design
 - Utility and DSM program evaluation and management
 - Coordination and integration of water audits, energy audits, business case developments, renewable energy evaluations, and system integration conceptual design

2.2 SPECIFIC TASK SCOPE OF WORK

2.2.1 The Senior Vice President of Airport Infrastructure Management or the designated representative will issue, to the Consultant, a Request for Proposal for a specific task. The Consultant shall prepare and submit a fee proposal and its task schedule within 14 days of receipt of the signed task Request for Proposal for On-Call Services (RFP).

2.2.2 The Consultant's fee proposal shall be by task, broken down by personnel pay classifications, agreed hourly billing rates and hours necessary to complete the task scope of work. The task fee proposal must provide a breakdown for each subconsultant. The Consultant's fee proposal shall be submitted using the On-Call Sustainability & Utilities Services Proposal Spreadsheet, and the Consultant's written understanding of the request task. Also include scope activity description for each subconsultant utilized on that task.

2.3 - TASK REQUEST FOR PROPOSAL

2.3.1 For each task scope of work issued, the City will review the fee proposal and task schedule. The Consultant shall not begin work on any task scope of work without having receiving a fully executed On-Call Services Authorization. In the event of approval of the Consultant's fees and schedule, the Consultant shall perform such work within the time agreed and for the compensation that is approved by the Senior Vice President of Airport Infrastructure Management.

2.3.2 Design Standards Manuals: Each Task Request for Proposal will identify the specific chapters of the most current Design Standards Manuals that will be applicable to the task scope of work. The Consultant shall prepare its fee proposal based upon the task definition and performing the requirements defined in each applicable chapter of the design standards manual.

2.3.3 DEN Performance Specifications and Criteria: Denver International Airport has developed specific performance specifications and criteria for, but not limited to, professional services requirements, etc. The Consultant will be provided those performance specifications and criteria for the development of the assigned task(s). The Consultant shall review those performance specifications to determine if the specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices or the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Consultant's opinion is that the DEN performance specifications and criteria are contrary to its professional judgment and professional responsibility, the Consultant shall produce a written detailed report outlining its concerns and defining specifically the items of the performance specifications and criteria that cause its concern. The Consultant shall participate in a meeting with DEN personnel to discuss these issues and reach agreement on the task's design and engineering direction and development that will allow the Consultant to proceed within its acceptable standard of care.

The Consultant will provide services and deliverables by phase as defined in the Request for Proposal for a project. These phases may include, but are not limited to analysis, design, construction, acceptance, measurement & verification, and others.

Following this agreement, the Consultant acknowledges that the deliverables required of the task are produced in accordance with its standards of care and accepts full responsibility for the services provided for the task according to the rules, regulations and laws governing its activities in the State of Colorado.

2.3 CONSULTANT'S PERSONNEL ASSIGNED TO THIS CONTRACT: The Consultant shall assign a lead project manager, to this contract that has experience and knowledge of the required services, qualifications, and capabilities associated with the anticipated scopes of work. The project manager shall be the contact person in dealing with the airport on matters concerning this contract and shall have the full authority to act for the Consultant's organization and at the direction of the Senior Vice President of Airport Infrastructure Management or his designated representative. This project manager shall remain on this contract during the entire contract term, while in the employ of the Consultant. Or, until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

2.3.1 Should the City request the removal of a project manager; the Consultant shall replace that project manager with a person of similar, equal, or greater experience and qualifications. The replacement project manager is subject to the approval of the Senior Vice President of Airport Infrastructure Management.

2.3.2 The Consultant may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time, that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager, shall be billed at the project manager hourly billing rate.

2.3.3 The Consultant may submit and the City 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 the City.

2.3.3.1 If the City allows the removal of a project manager, the replacement project manager must have similar, equal, or greater experience and qualifications to that of the original project manager. The replacement project manager's assignment, to this contract, is subject to the approval of the Senior Vice President of Airport Infrastructure Management

2.4 DILIGENCE: The Consultant shall perform the services defined by the individual task scope of work in a timely manner and as directed by the Senior Vice President of Airport Infrastructure Management or the designated representatives.

2.5 COOPERATION: The Consultant shall fully cooperate and coordinate with other consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's task scope of work. The Consultant's fee proposal for each task shall include coordination with consultants that have current projects and future DEN projects that are identified at the time that the Consultant is preparing a fee proposal.

3 - MISCELLANEOUS REQUIREMENTS:

3.1 EXISTING FACILITY INFORMATION

3.1.1 City Supplied Documents: As tasks are defined, CCD will make available the necessary contract record documents, construction documents, specifications and schedules as applicable related to that specific task scope of work.

1. Electronic files of Construction Drawings (Task Specific)
2. Available BIM files for areas of work (Task Specific)
3. Electronic copies of available contract specifications (Task Specific)
4. Electronic copies of construction schedules (Task Specific)

3.1.2 Information Gathering: The Consultant shall include in its fee proposal for each task, the cost of providing personnel at DEN to gather task information from the DEN AIM Records Management section. This shall include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc.

The DEN electronic documents are not necessarily representative of as-built conditions in the field. The Consultant's task fee proposals shall always include field verification of existing conditions.

3.2 TASK NOTICE TO PROCEED

3.2.1 Notification: The City shall provide written notification to the Consultant to proceed with a task scope of work. This written notification shall come in the form of a signed On-Call Services Authorization. See **Appendix B**. The Consultant shall not be authorized to proceed with the work described in **Attachment 6** or a task proposal and the City shall not be obligated to fund any work performed by the Consultant, until the City has provided written notification to the Consultant that the work is to be performed.

3.3 AIRPORT SECURITY REQUIREMENTS

3.3.1 Airport Badges: The Consultant shall obtain Airport ID badges for personnel who work in the Restricted Area. The cost per Airport ID badge is \$10.00. Airport ID badges may be obtained from Access Services by filling out an Access Services application and obtaining prior approval from AIM Division. One Airport ID badged person may escort a maximum of six un-badged persons and must maintain supervision of those persons at all times while in Restricted Areas.

3.4 MISCELLANEOUS PROJECT COST

3.4.1 Travel Cost and Time: The Consultant's fee proposal for each task shall be inclusive of all travel, per diem and other costs that the Consultant normally attributes to project development of similar scope and complexity, and not billed separately for reimbursement.

4 - OWNERSHIP OF REPORTS AND DOCUMENTS:

4.1.1 Plans, reports, documentation and other documents prepared solely for the Project, whether in tangible or intangible form, including, without limitation, documents, electronic files or computer programs, are works for hire and shall become the property of the City and County of Denver, whether the Project is completed or not. It is acknowledged by all parties that the requirements of the Project will be unique to this Project, and Consultant will not replicate or otherwise use the required deliverables 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, subconsultants, the Project Manager, the Contractor or its Subcontractors 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 and County of Denver will grant the Consultant a non-exclusive license to use portions of the contents of the required deliverables, 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 The Consultant acknowledges and agrees that all writings or works of authorship, including, without limitation, all specifications and other documents, produced or authored by the Consultant, subconsultants, Project Manager, the Contractor or any of their respective employees or Subcontractors 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, this Agreement shall constitute an irrevocable assignment by the Consultant to the City of the ownership of, and all rights of copyright in, such items, and the City shall 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 Subconsultants and Contractor or Contractor and Subcontractors shall contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

4.2 HEADINGS

4.2.1 The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

END OF ATTACHMENT 7

Exhibit B

AIM PROFESSIONAL SERVICES

FOR SUSTAINABILITY CNTRACTS ONLY

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: Jan 2019



City and County of Denver
Denver International Airport

CONTENTS

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

PURPOSE

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

CONTRACTS (Airport Infrastructure Management)

1. Introduction

- a. This Exhibit B describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete the Work. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in Section Three (3) of this Exhibit B. Billing shall be at one task per invoice.
- b. The Consultant shall be paid on its progress toward completing a task shown on its work schedule. Submittal of time sheets is required concurrent with the submittal of each invoice. Payments will be calculated in accordance with the payment method set forth in to Section three (3) of this Exhibit B.
- c. 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.
- d. The Consultant will furnish, or cause to be furnished to the Chief Executive Officer (CEO), such information as may be requested relative to the progress, execution, and cost of the Work. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for (3) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.
- e. 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.
- f. No provision in the Agreement granting the City a right of access to records is intended to impair, limit or affect any right of access to such records, which the City would have had, in the absence of such provision.

2. Work Schedule

- a. The Consultant, working jointly with DEN, will develop scheduling and management procedures which allow for seamless communications of its requirements for managing the Work and the City's information requirements to monitor the Consultant's activities. Task Order schedules shall include all of the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.
- b. The City will provide its comments to the Consultant within five (5) working days after the Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules.
- c. Immediately following the Notice to Proceed, the Consultant shall submit to the Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

3. Progress Payment Measurement Alternatives

- a. DEN will propose and the consultant may offer alternatives for the overall Project for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work.
 - i. Submittal Status: Progress payments will be made after the submittals described in the Scope of Work have been delivered and approved by the City. A portion of the Fee will be allocated to each submittal.
 - ii. 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 Project with a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - iii. Completion: Payments will be made for completed Scopes of Work. This method may be used for Scopes of Work whose total duration is less than one month, if applicable.
 - iv. Level of Effort: Progress payments will be based on the actual number of man-hours utilized to perform a Scope of Work. Progress payments (less the appropriate retainage) will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order. Progress payments will not be made for amounts above the Not-to-Exceed (NTE) amount (if applicable).
- b. Note: Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4. **Invoices and Progress Payments**

- a. The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress during the previous 30 day period. The worksheet(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DEN Business Management Services Contract Administrator via email ContractAdminInvoices@flydenver.com.
- b. The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period.
- c. The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted to the project manager.
- d. 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.
- e. RESERVED
- f. The Project Manager will review all invoices and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within fifteen (15) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The CEO or his/her designee shall have the authority in his/her sole and absolute discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any Work in the invoice has not been achieved.
- g. 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:
 - i. A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - ii. Signed Subconsultant Agreement(s) on: Initial Subconsultants and as new Subconsultants are acquired.
 - iii. Final Organizational Chart (Updated with new Subconsultants as they are acquired).
 - iv. Authorization Forms ([Attachment B](#)) for any salaried Professional Personnel Assignment who are not already approved in this Agreement.
 - v. 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 an electronic copy of the employee's signature.
- h. Monthly Invoice Checklist - Professional Services Agreements ([Attachment A](#)): The Monthly Invoice Checklist must be submitted to the project manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of Exhibit B will be cause for rejection of the invoice until such time that all requirements are fulfilled.

- i. Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City of Denver, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected.
- j. ~~Textura®: The consultant recognizes and agrees that it may be required to use the Textura® Construction Payment Management System (CPM System) for this Project. The City will provide the Textura Fee amount to the Contractor during contract negotiations. Contractor will pay this amount to Textura directly. The City will reimburse the Contractor as a pass through expense for the Textura Fee with no mark-up.~~

5. Monthly Progress Report Development

- a. Invoice Report: The Consultant shall submit to the Project Manager an electronic submittal of the Monthly Progress Report with its invoice. This Report shall contain the following sections:
 - i. Executive Summary
 - ii. Work Schedule ~~(per Primavera Unifier)~~
 - iii. Cost Status
 - iv. Cash Flow Requirements
 - v. Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
 - vi. Drawing/Document Schedule and Status
 - vii. Task/Project Schedule and Manpower Status
 - viii. Task/Project Activities Planned for Next Month
 - ix. Monthly Task/Project Activity and Accomplishments
 - x. Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
 - xi. Change Order Log – Approved and Pending
- b. The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within seven (7) days after the Effective Date based on a proposed format prepared by the Consultant. The Report shall describe the completion status in terms of original plan, actual, a forecast of time to complete the Scope of Work and any expected budget or schedule completion variances.
- c. The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6. Schedule Changes and Increase in Project Amount

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

7. Allowable General and Administrative Overhead (Indirect Costs)

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

7.2 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation 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, etc.

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

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

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

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

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

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

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

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

8. Allowable (Non-Salary) Expenses

8.1 Expenses Reimbursed 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 pre-approved by the Project Manager or his/her designee ([Attachment C](#)). Any asset purchased by DEN must be surrendered to DEN at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the project or task.
- 8.4 Mileage Outside Of The Denver Metro Area: Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Project Manager or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form ([Attachment E](#)) and signed by the Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business related expenses(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure.
- Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed.
- 8.6 Rental Car: At cost for standard class or smaller and when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the Lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.
- 8.8 Meals: The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.
- Alcohol will not be reimbursed. Meal reimbursements are not allowed for consultant employees located in the Denver Metropolitan Area.
- 8.9 Special: Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.

- 8.11 Relocation Expenses For Key Personnel: All relocations intended to be submitted for reimbursement must be allowed by the contract terms and pre-approved by the Project Manager or his/her designee prior to incurring the expense. Unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35) will not be reimbursed. DEN will reimburse only for actual relocation expenses evidenced by receipts. Reimbursement of relocations will be based on the approved receipts submitted up to a maximum of \$20,000.00 for each relocation. Only relocations to the Denver metropolitan area will be considered for reimbursement. Any individual relocated must work on the related Denver International Airport project for at least six (6) months after the relocation or the reimbursement of the relocation will be refunded back to the City.
- 8.12 Project Field Office & Equipment: Including utilities, rent, communications systems, furniture, fixed equipment, etc.
- 8.13 Project Field Supplies, Equipment & Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.
- 8.14 Non-Allowable Expenses: Including but not limited to: valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in section 7.2 above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 8.15 Preparation Of Proposals: Costs for proposal preparation and negotiation will not be reimbursable.

9. Summary of Contract Control

- 9.1 Prior To Commencement Of Work – Submittals Required
 - 9.1.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications.
 - 9.1.2 Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Subconsultants ([Attachment B](#)).
 - 9.1.3 List of the names and titles of Authorized Signers, which document(s) they can sign, and an electronic copy of the employee's signature.
 - 9.1.4 Work Schedule and Task List formatting
- 9.2 Within 3 Days After the Effective Date – Submittals Required
 - 9.2.1 The Consultant shall meet with the Project Manager for a Pre-Work Meeting.
 - 9.2.2 Current Certificate of Insurance reflecting the Mandatory Coverage in Exhibit D.
 - 9.2.3 Final Organizational Chart of the Prime Contractor and all Subconsultants.
- 9.3 Within 7 Days After the Effective Date
 - 9.3.1 Correspondence Control Methods and Progress Report Format
 - 9.3.2 Invoice and Progress Payment Format
 - 9.3.3 The Consultant shall submit their proposed Monthly Progress Report Format

9.4 Bi-Weekly Submittal

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

9.5 Monthly Submittals

9.5.1 The Consultant shall submit the Monthly Progress Report.

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

9.6 Within 7 Days After Notice to Proceed – Submittals Required

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

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

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

10. Information Management Format and Electronic-Mail Protocols

10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using a method agreed to in writing by the Consultant and Project Manager.

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

10.2.1 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the Records Management group to determine its compatibility with DEN procedures, processes and systems.

Attachment A – Monthly Invoice Checklist



Professional Services Agreements

Date: _____ Invoice Number: _____

Contract Number: _____

Contract Name: _____

Consultant: _____
(Name)

(Address)

Monthly Progress Payment Invoice and Exhibit B Progress Requirements Checklist:

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

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

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

Signature Date

Type Name and Title

Attachment B – Professional Employee Authorization Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Employee Title: _____

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

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

Qualifications: _____

Resume Attached: Yes / No

Signature: _____

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

Signature Date

Type Name and Title

Attachment D - Mileage Reimbursement Form



Date: _____

Contract Name: _____

Contract Number: _____ Task Number(s): _____

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

Type Name and Title

Attachment E - Advance Travel Authorization Form



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

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

Traveler's Employer: _____

Destination: _____

Duration: From _____ **To** _____

Purpose of Trip: _____

Approximate Travel Costs: \$ _____

Reviewed by: _____
Project Manager _____ Date

Approved by: _____
Senior Vice President _____ Date

Approved by: _____
Executive Vice President _____ Date

cc: BMS Contract Administrator

II. ADDITIONAL COVERAGE

Professional Liability (Errors and Omissions)

Minimum Limits of Liability (In Thousands)

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

The policy must provide the following:

1. Policies written on a claims-made basis must remain in force for three years extended reporting period in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.

III. ADDITIONAL CONDITIONS

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

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

NOTICE OF CANCELLATION

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

Exhibit E

Ambient Energy, Inc. Core Staff Labor Rate Schedule

	Select the Consultant / Company (Use the elevator bar to get to the top of the list)	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' enter actual Job Title	Select the appropriate Experience Level	Enter the Employee Hourly Wage (Salary / 2,080)	Multiplier Factor	Hourly Rate Charged to the City
1	Ambient Energy, Inc.	Linda Morrison	Partner / Principal	Building Performance Task Leader	Level V, Managerial	\$58.94	2.9965	\$176.61
2	Ambient Energy, Inc.	Eric Ringold	Engineer 5	Building Performance Engineer	Level III, Full Experience	\$40.59	2.9965	\$121.63
3	Ambient Energy, Inc.	Matthew Steen	Engineer 3	Building Performance Engineer	Level II, Developmental	\$38.01	2.9965	\$113.90
4	Ambient Energy, Inc.	Clayton Bartczak	Project Manager	Sustainability Task Leader	Level V, Managerial	\$47.06	2.9965	\$141.02
5	Ambient Energy, Inc.	Adam Meltzer	Other	Sustainability Consultant	Level III, Full Experience	\$37.50	2.9965	\$112.37
6	Ambient Energy, Inc.	Helene Lefkowitz	Other	Sustainability Consultant	Level II, Developmental	\$36.12	2.9965	\$108.23
7	Ambient Energy, Inc.	Victoria Herrero-Garcia	Other	Sustainability Consultant	Level II, Developmental	\$34.13	2.9965	\$102.27
8	Ambient Energy, Inc.	Renee Azerbegi	Partner / Principal	Project Manager	Level V, Managerial	\$67.31	2.9965	\$201.69
9	Ambient Energy, Inc.	Steven Anticknap	Engineer 9/Department Head	Cx Task Leader	Level V, Managerial	\$64.41	2.9965	\$193.00
10	Ambient Energy, Inc.	Steven Wancewicz	Engineer 6	Retro-Cx Engineer	Level III, Full Experience	\$42.72	2.9965	\$128.01
11	Ambient Energy, Inc.	Eric Mueller	Engineer 4	Retro-Cx Engineer	Level II, Developmental	\$36.57	2.9965	\$109.58
12	Institute for the Built Environment	Josie Plaut	Other	Associate Director		\$34.76	4.3174	\$150.07
13	Institute for the Built Environment	Jen Schill	Other	Senior Manager		\$28.99	4.3174	\$125.16
14	RS&H, Inc.	William T. Todd	Engineer 5		Level III, Full Experience	\$76.86	3.0986	\$238.16
15	RS&H, Inc.	Thomas Kung	Engineer 3		Level III, Full Experience	\$49.30	3.0986	\$152.76
16	RS&H, Inc.	John A. Lengel Jr.	Engineer 5		Level V, Managerial	\$103.37	3.0986	\$320.30
17	RS&H, Inc.	Benjamin J. Moore	Other	Planner III	Level IV, Supervisory	\$47.24	3.0986	\$146.38
18	RS&H, Inc.	Keith M Nix	Engineer 5		Level IV, Supervisory	\$79.14	3.0986	\$245.22
19	RS&H, Inc.	Craig A. Twibell	Engineer 4		Level III, Full Experience	\$69.59	3.0986	\$215.63
20	RS&H, Inc.	James A. Pangburn	Engineer 5		Level V, Managerial	\$108.18	3.0986	\$335.21
21	RS&H, Inc.	Paul F. Hutchins Jr.	Engineer 5		Level V, Managerial	\$82.67	3.0986	\$256.16
22	RS&H, Inc.	Timothy A. Whitley	Engineer 3		Level III, Full Experience	\$61.65	3.0986	\$191.03
23	Vanasse, Hangen Brustlin, Inc.	Kari Hewitt	Project Manager		Level V, Managerial	\$52.11	2.8692	\$149.51
24	Vanasse, Hangen Brustlin, Inc.	Liz Arabadjis	Software Systems Engineer		Level IV, Supervisory	\$51.60	2.8692	\$148.05
25	Gresham, Smith and Partners	Sam Mehta	Partner / Principal		Level V, Managerial	\$95.19	2.9552	\$281.31
26	Gresham, Smith and Partners	Lauren Seydewitz	Engineer 8		Level IV, Supervisory	\$51.44	2.9552	\$152.02
27	Gresham, Smith and Partners	Jim Harding	Graphics Manager		Level V, Managerial	\$73.08	2.9552	\$215.97
28	Gresham, Smith and Partners	Melissa Duffy	Senior Accountant		Level IV, Supervisory	\$42.79	2.9552	\$126.45
29	Mead & Hunt	Brad Rolf	Partner / Principal		Level V, Managerial	\$72.94	3.1252	\$227.95
30	Mead & Hunt	Kate Andrus	Other	Aviation Planning Dept. Manager	Level V, Managerial	\$56.40	3.1252	\$176.26
31	Mead & Hunt	Jen Wolchansky	Other	Senior Aviation Planner	Level III, Full Experience	\$45.66	3.1252	\$142.70
32	Mead & Hunt	Lauren Rasmussen	Other	Aviation Planner	Level III, Full Experience	\$37.76	3.1252	\$118.01
33	Mead & Hunt	Lou Bridges	Other	Senior Environmental Scientist	Level III, Full Experience	\$63.04	3.1252	\$197.01
34	Mead & Hunt	Eunique Jackson	Other	Planner 1	Level I, Entry	\$21.79	3.1252	\$68.10
35	Mead & Hunt	Jenny Lott	Administrative Assistant		Level III, Full Experience	\$24.11	3.1252	\$75.35
36	Mead & Hunt	Kim Shannon	Other	Environmental Scientist	Level III, Full Experience	\$43.18	3.1252	\$134.95
37	Synergy Consultants	Mary Vigilante	Other	GHG Consultant	Level IV, Supervisory	\$100.00	1.0000	\$100.00
38								
39								
40								
41								
42								
43								
44								
45								
46								
47								
48								
49								
50								
51								
52								
53								
54								
55								
56								
57								
58								
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								
71								
72								