

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR 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 **JENSEN HUGHES, INC.**, (“Jensen Hughes” or “Consultant”) (collectively “Parties”) a corporation authorized to do business in Colorado.

WITNESSETH:

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

WHEREAS, City desires to obtain Professional Aviation related consulting services; 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 On-Call Life Safety Design 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”), her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Director, AIM Development (the “Director”). The Director will designate a Project Manager 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.

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 CEO, and/or her designee, from time to time and as described in the attached **Exhibit A** (“Scope of Work”) in accordance with schedules and budgets set by City.

B. Deliverables. As specified by Task Order.

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 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 the Scope of Work, will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in the Exhibits 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 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. Staff Augmentation

1. The Consultant agrees that all personnel provided by it to perform services under this Agreement shall be, and remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. The qualifications for certain specific duties have been set forth in writing by the Project Manager. The qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Project Manager reserves the right to advise the Consultant from time to time of further qualifications required of, and additional types of duties to be performed by, the Consultant's personnel assigned to DEN.

2. The Consultant shall not remove or reassign any approved personnel assigned to DEN and performing work under the Agreement without the express written approval of the Director.

3. The City shall provide office space, office furnishings and equipment, telephones, office supplies and tools at DEN for use by the Consultant's personnel in performing most duties under this Agreement. Personnel assignments when DEN will not provide office space and appurtenances will be identified on the task order.

4. The City shall reimburse the Consultant at cost for the Consultant's reasonable and necessary expenses incurred in obtaining DEN access badges, vehicle permits, and parking for its employees and all subconsultant employees who perform services under this Agreement.

5. The standard work week will be comprised of 40 hours. The Consultant shall plan and schedule its resources such that the services to be provided under the terms of this Agreement are effectively implemented without causing overtime to its assigned staff unless specifically requested and pre-authorized in writing by the City. If authorized in writing by the City, the Consultant's personnel may be required to work overtime hours, Saturdays, Sundays, or the holidays listed in this Section. The hourly rates found in Contract Exhibits shall not increase in the event personnel work overtime, holiday, or weekend hours.

F. 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 CEO or his/her designee. 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 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).

G. 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 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 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 January 1, 2018 (“Effective Date”), and shall terminate three years from the Effective Date, unless sooner terminated as provided in this Agreement. The City, in the CEO’s sole discretion, may elect to extend the term of this agreement for two additional one year terms. The election to extend, shall also extend all terms and conditions of the agreement and be memorialized in a writing issued to the Consultant by the SVP. Should for any reason the Term expire prior to the completion by Consultant of any outstanding work, which has previously been authorized, then in the CEO’s sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

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 the City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Seven Million Dollars (\$7,000,000.00) (the “Maximum Contract Amount”). Consultant will be performing the services on a time and material basis up to the Maximum Contract Amount. 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.

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.

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

D. Payment Schedule. Subject to the Maximum Contract Amount set forth in section 3.A. of 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, Denver Revised Municipal Code ("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.

E. Invoices. Payments shall be based upon monthly progress invoices and receipts submitted by Consultant, audited and approved by City and this Section and **Exhibit B**, as follows:

- (1) An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by City, at City's request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.
- (4) Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of Consultant, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.

City reserves the right to reject and not pay any invoice or part thereof where the CEO 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 CEO or their designee, to pay fees for additional and related services rendered by Consultant in any other services if in the CEO or her designee's judgment, such fees are reasonable and appropriate.

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

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

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

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, or each subcontractor shall 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, C.R.S., or otherwise available to City and County of Denver, its officers, officials and employees.

B. Defense and Indemnification.

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

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

3. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy. In addition to the duty to indemnify and hold harmless, Consultant will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any

ultimate liability of Consultant, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Consultant.

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

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 I, "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:

Scott A. Craig, PE
Senior Vice President, Western Region
Jensen Hughes, Inc.
8461 Turnpike Drive, Suite 206
Westminster, CO 80031

With a copy to: Jensen Hughes, Inc.,
3610 Commerce Drive, Suite 817, Baltimore, MD 21227
Attn: Senior Corporate Counsel

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. Nonexclusive Contract

This is a non-exclusive Contractual Agreement. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

I. 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 0%. 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 0%, 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. 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 CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

F. 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 Open Records Act, and Consultant agrees that any disclosure of information by City consistent with the provisions of the 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.

G. 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.

H. 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.

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

J. 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.

K. Prohibition Against Employment Of Illegal Aliens To Perform Work Under this Agreement.

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

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 also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor 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 in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.

L. Funding Source. Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source.

M. Force Majeure. Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control

of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

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 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 the 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 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:	Invoicing Procedures
Exhibit C:	Certificate of Insurance
Exhibit E:	Core Staff Labor Rates

In the event of an irreconcilable conflict between a provision 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 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 FOLLOW]

Contract Control Number: PLANE-201733205-00

Contractor Name: JENSEN HUGHES INC

By: Scott A. Craig

Name: Scott A. Craig
(please print)

Title: V.P. West Region
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A

SCOPE OF WORK

1. INTRODUCTION

1.1 THE FACILITY DESCRIPTION: The Denver International Airport Terminal Complex consist of the Main Terminal, North Terminal support facility, Airport Office Building, Hotel & Transit Center Complex, three airside Concourses, eight modules of structured parking with integral vehicle curbsides, and numerous ancillary support facilities.

1.2 GENERAL SCOPE: The Airport requires on-call professional design and support services for tenant/airline improvement projects, construction administration support for life safety construction projects, and other life safety assignments that may be required. The task scopes of work are defined on an individual basis and will include life safety support services for existing and new airport facilities and systems. These services will include commissioning, testing, special inspections, evaluations and studies, preliminary and detailed designs, site surveys, construction documents, plans, specifications, cost estimates, and construction administration for various life safety system additions, improvements, and modifications for fire and life safety systems including fire alarm, emergency communication, fire suppression, smoke control systems, and other related systems. Services also include life safety code compliance consulting and ADA accessibility consulting services. The evaluation preference would be that these base scope of work services should be provided by the Consultant's local, in-house team and not by sub-consultants.

Should a task scope of work require an engineering 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 sub-consultant for the required discipline and shall submit the sub-consultant's qualifications for the City's approval prior to contracting for services with that sub-consultant.

1.3 TERMINOLOGY: The term "Task and Project" when it is used in this Agreement means all of the work associated with the proposal preparation, preparation of design, construction documents, plans, specifications, estimation and construction administration for any and all professional design services as requested by the Deputy Manager of Aviation or his/her designated representative.

2. CONSULTANT'S SPECIFIC SCOPE OF WORK:

2.1 CONSULTANT SERVICES: The Consultant, as deemed necessary by the Deputy Manager or his designated representative, will be required to provide professional design & engineering services for specific task scopes of work. The Consultant must have licensed professional engineers and registered architects in the State of Colorado. **The Consultant's general scope of work requirements are detailed in and its activities shall comply with the current DESIGN STANDARDS MANUALS and this Exhibit A.** Specific task scopes of work which will be issued with a Request for Proposals include but are not limited to the following:

1. Design services including preliminary design, construction documents, plans, and specifications for fire and life safety systems
2. Detailed shop/installation drawings preparation when required
3. Cost estimate preparation
4. Design and construction schedules
5. Proposal and bid evaluation
6. Construction administration for various life safety system additions, improvements, and modifications

7. Preparation, review, and modification of complete updated CADD/Revit drawings "as-built document" files for DEN records, which are prepared by the construction contractor as required in the construction specifications.
8. Contract Closeout services
9. Modify and maintain updated construction specifications and Design Standards Manuals as requested
10. Site inspections and surveys for life safety support
11. Life safety and hazard analysis evaluations
12. Smoke control special inspector services
13. Smoke control modelling and Rational Analysis preparation
14. Fire and life safety system testing and commissioning
15. Code compliance assistance
16. Egress evaluations, modeling, and recommendations
17. Coordination with local authority having jurisdictions and resolution of code compliance conflict including preparation of Administrative Modifications
18. Review of life safety and fire protection system designs prepared by others to ensure compliance with applicable codes and DEN Design Standards Manuals
19. Accessibility surveys and regulatory support to ensure Federal compliance including Transition Plan assistance
20. Forensic and material evaluation services
21. Provide general support or special skills staff as requested

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 Proposals for a specific task. If the work will produce a product used for construction, the City will also issue a construction budget. The Consultant shall prepare and submit a fee proposal and its task design schedule within 14 days of receipt of the signed task Request for Proposal for On-Call Life Safety Design 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 sub-consultant. The Consultant's fee proposal shall be submitted using the On-Call Life Safety Design Services Proposal Spreadsheet and the Consultant's written understanding of the request task. Also, include scope activity description for each sub-consultant 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 design schedule. The Consultant shall not begin work on any task scope of work without having received a fully executed On-Call Life Safety Design 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 Deputy Manager of Aviation.

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, various mechanical, electrical, communications, security systems, structural systems, process procedures and 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 I 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 a result of this review, the Consultant's opinion is that the DEN performance specifications and criteria are requiring design and engineering services that 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.

2.3.4 Following this agreement, the Consultant acknowledges that the design and engineering of the task is produced in accordance with its standards of care and accepts full responsibility for the design and engineering of the task according to the rules, regulations and laws governing its activities in the State of Colorado.

2.4 INCORPORATION OF CONSULTANT'S PROPOSAL: Several sections of the Consultant's proposal are attached to the agreement as an Exhibit and are incorporated in the Agreement.

2.5 CONSULTANT'S PROJECT MANAGER ASSIGNED TO THIS CONTRACT: The Consultant shall assign a lead project manager to this contract that has experience and knowledge of design and construction industry standards. As a minimum, the project manager must be a registered professional engineer or architect in the State of Colorado. 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 Deputy Manager of Aviation 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.

2.5.1 Should the City request the removal of a project manager; the Consultant shall replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the Deputy Manager of Aviation.

2.5.2 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.

2.5.3 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.

2.5.4 If the City allows the removal of a project manager, the replacement project manager must have similar or equal 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 Deputy Manager of Aviation.

2.6 CONSULTANT'S ADDITIONAL PERSONNEL: The consultant shall provide experts in all areas of fire protection, life-safety, code compliance, and accessibility regulatory compliance including fire alarm, emergency communication, fire sprinkler, special suppression, smoke control, national and local codes, and accessibility regulations. In addition to registered professional engineer or architect in the State of Colorado, NICET Level IV (minimum) personnel for Fire Alarm and Fire Sprinkler shall be identified to support shop drawing level design of these systems when deemed necessary. Preference will be given to a Consultant who can provide these experts locally using in-house staff.

2.7 DILIGENCE: The Consultant shall perform the services defined by the individual task scope of work in a timely manner and as directed by the Deputy Manager of Aviation or their designated representatives.

2.8 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 related to that specific task scope of work.

1. Full size bound prints or electronic files of previous construction drawings (Task Specific)
2. Available BIM files for areas of work (Task Specific)
3. Hard copies or electronic files of master contract specifications (Task Specific)

3.2 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 Planning & Development Records Management and Building Information Modeling sections. This shall include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc.

3.3 The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Consultant's task fee proposals shall always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and systems documents in electronic format. Once the task authorization is approved, the Consultant shall begin the task as-builts.

4 TASK NOTICE TO PROCEED

4.1 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 Life Safety Design Services Authorization. The Consultant shall not be authorized to proceed with the work described in Exhibit A 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.

5. OWNERSHIP OF PLANS AND DOCUMENTS

5.1 Drawings, specifications and other documents prepared solely for the Project, whether in tangible or intangible form, including, without limitation, documents, electronic CADD 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 overall design of the Project will be unique to this Project, and Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies and electronic 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, sub-consultants, 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.

5.2 The City and County of Denver will grant the Consultant a non-exclusive license to use portions of the contents of the Drawings, specifications and other documents on other Projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

5.3 The Consultant acknowledges and agrees that all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant, sub-consultants, 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 Sub-consultants 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.

6. HEADINGS

6.1 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.

Exhibit B

AIM PROFESSIONAL SERVICES

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE CONTROL

Revised: March 2017



City and County of Denver
Denver International Airport

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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 each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in Section Three (3) of this Exhibit B. Billing shall be at one task per invoice.
- b. The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Submittal of time sheets is required concurrent with the submittal of each invoice. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order pursuant to Section three (3) of this Exhibit B, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by a revised Task Order/Change Order.
- 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 individual Task Orders. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for (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 Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules shall include all of the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.
- b. The City will provide its comments to the Consultant within five (5) working days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules.
- c. Immediately following the Notice to Proceed and throughout the Task Order, 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, one of the following measurement alternatives for each Task Order or the overall Program for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - i. Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the Fee will be allocated to each submittal as defined in the Task Order scope.
 - 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 Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - iii. Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable.
 - iv. Level of Effort: Progress payments will be based on the actual number of man-hours utilized to perform a Task Order. 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. Task orders are issued for projects with a pre-defined maximum value known as the Not-to- Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The Project Manager will determine when the Task Order deliverables have been met.
- b. The City will provide the Consultant with the format required to process the payment through Primavera Unifier. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Issuance of task order. This format will identify the measurement alternatives, which will be used to measure progress for an individual task.
- c. The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30 day period. 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. If Textura® is to be utilized please see Section 4.11.
- d. The Consultant shall submit with each invoice signed Partial Releases from each subconsultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period. If Textura® is to be utilized please see Section 4.11.
- e. The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier.
- f. 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.
- g. 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 task in the invoice has not been achieved.
- h. 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.
- i. 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.
- j. 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.
- k. 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 (if applicable):
 - 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. Status of Task Order
 - vii. Drawing/Document Schedule and Status
 - viii. Task/Project Schedule and Manpower Status
 - ix. Task/Project Activities Planned for Next Month
 - x. Monthly Task/Project Activity and Accomplishments
 - xi. Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
 - xii. 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 Issuance of task order based on a proposed format prepared by the Consultant.

The Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. The "Status of Task Order" report shall be formatted separately for each Task Order Scope of Work.

- 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 Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

7. Allowable General and Administrative Overhead (Indirect Costs)

- 7.1 All Allowable General and Administrative Overhead expenses are incorporated in the Labor Rates and Classifications Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements, and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation 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, except as approved by the DEN Project Manager. Tolls will be only reimbursed as approved in the sole discretion of the DEN Project Manager.
- 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, 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 Task Order 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 Issuance of Task Order – 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 Issuance of Task Order
 - 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 Request For Proposal For Task Order – 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 Primavera Unifier.
- 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
 - Status of Task Order
 - 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 C – Expense Greater than \$500 Approval Form



Date: _____

Contract Name: _____

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

Company Name: _____

Employee Name: _____

Estimated Total Cost: \$ _____

Reason for Expense: _____

To be completed by DEN Personnel:

Capital Assets: Y/N
(Including but not limited to: Computer Equipment, copiers, furniture, vehicles, etc.)

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

The above described expense has been approved.

Signature

Date

Type Name and Title

Cc: Finance if asset purchase

Attachment D - Mileage Reimbursement Form



Date: _____

Contract Name: _____

Contract Number: _____ Task Number(s): _____

Company Name: _____

Employee Name: _____

Travel From: _____

Travel To: _____

Estimated Total Miles: _____

Estimated Total Cost: \$ _____

Reason for Travel: _____

Travel for the above named individual and purpose is approved.

Signature Date

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

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$1,000
Umbrella Liability, Unescorted airside access Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$9,000

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

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

III. ADDITIONAL CONDITIONS

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

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

NOTICE OF CANCELLATION

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

Exhibit E

Core Staff Rate Proposal

Data Entry is only allowed in the yellow highlighted cells

A Core Staff Labor Rate worksheet (Exhibit E) must be prepared and submitted for the Consultant and for each subcontractor with salaried Core Staff employees anticipated to be used during the term of this Agreement.

All Subconsultants selected subsequent to the execution of this Agreement with core staff must prepare a Submittal 2 and an Exhibit E and have both their Overhead Multiplier Factor and hourly billing rates approved for any new subconsultant prior to commencing work at DIA.

Complete the tabs/worksheets in order left to right. Information in earlier tabs are linked to later tabs as appropriate.

Custom "Drop Down Lists" are created as you enter specific Company Names, and default "Drop Down Lists" provide required choices for Job Titles and Experience Levels. Your data entry will create these custom "pick lists". If you cannot find the right entry (company, for instance) return to the 'Company and Contract Info' tab and enter the information there.

Before entering any individual employee data, all information should be entered on the 'Company and Contract Info' tab first.

A separate Overhead Multiplier Factor file (Submittal 2) must be submitted for the Prime Consultant and each Subconsultant on the Exhibit E.

Instructions

1. Start with the "Company and Contract Info" tab and enter, the Consultant/Subconsultant Company Name, their Multiplier Factor (calculated on the Submittal 2), and identify any MBE,WBE,SBE, or DBE certified entities for the Prime and all Subconsultants involved in this proposal.

If there will be both Home and Field employees charged to this project enter the Subconsultant Name twice with the Home and Field reference to charge two different Multiplier Factors. For example:

Subconsultant Company - Office and/or Subconsultant Company - Field

2. On the "Core Staff Labor Rate" tab, enter all employees who are associated with your proposal on this worksheet. Job Titles in the drop down list are located on the "Lookup Tables" tab. This tab which provides job descriptions and the "Job Title Mapper" tab may be helpful when trying to match your employee's job title to the standardized job titles required for use in this process. If the Job Title "Other" is selected in column "D", enter the actual Job Title in col "E".

Make sure you list all Prime and Subconsultant employees anticipated to be involved in this proposal.

3. Definitions:

A. Employee Hourly Wage: The employee's annual salary divided by 2,080 hours. Nothing more, no benefits, fringe, overtime premium, or overhead amounts shall be added to the annual salary amount.

The Multiplier Factor cannot be adjusted for individuals. To modify unusually high salaries down to the amount desired to be invoiced to DIA, simply reduce the hourly wage appropriately.

B. Multiplier Factor: The Multiplier Factor required in the "Company and Contract Info" tab is calculated on the Submittal 2.

Submit to DIA along with your proposal:

1. Electronic versions of the Exhibit E file in an Excel 2010 format (do **not** submit an Adobe pdf file).
2. Current redacted (SSNs, addresses, etc.) payroll registers for each employee on this Exhibit E.

If the above required documentation is not submitted completely, your proposal may be deemed Non-Responsive.

**If you have any questions about this form,
submit written questions using the process outlined in the offering documents.**

Exhibit E

Core Staff Rate Proposal

Professional Services Agreements

JENSEN HUGHES

Contract Name: On Call Life Safety Design

Contract Number: RFP 201133205

“Company Proprietary Information”

Release to others outside the Denver International Airport Planning and Development Division is PROHIBITED without the expressed written permission from the company named above.

This Excel worksheet file is password protected. Any attempt to break the passwords or alter the worksheet formulas will disqualify the proposer from further consideration and may be grounds for termination of the contract.

August 15, 2017

Revision Date: 2013-08-21

City and County of Denver



Airport Infrastructure Management Division

CONFIDENTIAL INFORMATION

Exhibit E

Company & Contract Information

If you have more than 45 subconsultants to report, see the Instructions tab.

	Prime Consultant Name	DIA Contract No.:	
	JENSEN HUGHES	RFP 201133205	
	DIA Contract Name:		
	On Call Life Safety Design		
	<u>Prime Consultant and Subconsultant(s) Listing</u> If there will be both Home and Field employees charged to this project enter the Company two separate times with the Home and Field reference to charge two different Multiplier Factors. Enter as: Company Name - Home Company Name - Field	Multiplier Factor	MBE WBE SBE or DBE
1	JENSEN HUGHES	█	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
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28			
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33			
34			
35			

Exhibit E

JENSEN HUGHES 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	JENSEN HUGHES	Scott A. Craig	Engineer 9/Department Head		Level V, Managerial	\$		\$
2	JENSEN HUGHES	Larry Rietz	Designer 4		Level V, Managerial	\$		\$
3	JENSEN HUGHES	Julie Brown	Engineer 6		Level IV, Supervisory	\$		\$
4	JENSEN HUGHES	Ashley Pitts	Architect V		Level III, Full Experience	\$		\$
5	JENSEN HUGHES	Andrew Taggart	Engineer 6		Level III, Full Experience	\$		\$
6	JENSEN HUGHES	Michael Naber	Designer 3		Level III, Full Experience	\$		\$
7	JENSEN HUGHES	Johnny Hays	Engineer 5		Level III, Full Experience	\$		\$
8	JENSEN HUGHES	Nathan Olson	Engineer 4		Level II, Developmental	\$		\$
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
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1				Dietrich Salary Survey - Job Titles			
Section	Group Name	Position Title	Position Description				
SECTION 9	FINANCE / ACCOUNTING GROUP	Accountant - Entry Level	Responsible for performing various accounting tasks as assigned, under direction of experienced accountant. The scope of work includes preparation of uncomplicated financial reports, preparation of charts and tables for reports, and review of financial statements for completeness, accuracy, and conformance to established accounting procedures and principles. Has general working knowledge of database accounting systems.				
SECTION 9	FINANCE / ACCOUNTING GROUP	Accounting Clerk	Under general supervision, performs a variety of routine bookkeeping work such as checking, verifying, and recording journal entries, accounts payable vouchers, or other standard accounting procedures of a recurring nature.				
SECTION 9	FINANCE / ACCOUNTING GROUP	Accounting Clerk - Entry Level	Under immediate supervision, performs simple and repetitive tasks that may involve posting, detail verification, and filing.				
SECTION 10	SECRETARIAL GROUP	Administrative Assistant	Performs various administrative functions for a senior executive and/or an executive of an operating group. Functions involve the preparation of certain reports, the analysis of reports with recommended actions, and the supervision and/or monitoring of work activities within the group for the responsible executive. This position often times is the coordinator of the administrative-support services of the group.				
SECTION 6	DESIGN POSITIONS	Application Analyst	Administers and develops the production of computer designed drafting. Trains and assists workstation users in drawing techniques, sketch preparation, clarification of standards, drawing verification and revision, and review of output. Requires degree in engineering graphics or Associates Degree with 4 years computer graphics experience.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect I	Entry level of professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision; receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans/renderings and inspects architectural features of structures in field.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect II	Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development purposes. Generally requires minimum of 1-year "Architect I" or related experience, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more advanced architect using prescribed methods.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect III	Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Generally requires minimum of 1-year "Architect II" or related work experience. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect IV	Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems encountered. Generally requires minimum of 2 years "Architect III" or related experience. Registration as a licensed architect maybe required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few technicians.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect V	Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as licensed architect required in most firms. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect VI	Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect VII	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: (1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals), 2) As individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or program, but highly specialized field.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architect VIII	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification.				
Section 1	ARCHITECTURAL SERVICES GROUP	Architectural Department Head (Non-Partner/Principal)	Provides technical and administrative supervision to Department assuring the technical, administrative, man-hour, and schedule targets are met within framework of established corporate policy and in accordance with applicable professional standards, design-control procedures, corporate and divisional procedures, and design guidelines.				
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Architectural Drafter I	Entry level with high school drafting training or other appropriate basic drafting experience. Copies sketches, layouts, and drawings prepared by others.				
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Architectural Drafter II	Entry level with some specialized drafting or engineering training such as Associate Degree or experience as Level I. Copies detailed plans and drawings.				

Equivalent Engineering Titles Used By Participating Firms

C - Consulting Engineer G - Government U - Utilities I - Industrials R - Research & Development

C	G	U	I	R		C	G	U	I	R		C	G	U	I	R	
					Engineer I												
			X		Assoc Plant Project ENGR				X		Engineer Associate	X					Mechanical Engineer
X					Associate I			X			Engineer Coordinator				X		Nuclear Safety Engineer I
			X		Associate Engineer	X	X	X	X		Engineer I				X		Process Engineer I
X					Associate Engineer 1	X					Engineer In Training				X		Product Engineer Tech
	X				Civil Engineer I	X					Engineer In Training I	X			X		Project Engineer I
	X				Civil Engineer I	X					Engineer Technician				X		Project Engineer I
X					Design Engineer		X				Engineer Transport Assoc				X		Project Engineer VII
X			X		Design Engineer 1	X					Entry / Intern Engineer		X				Project Research Engr I
X					Electrical Engineer I		X				Graduate Civil Engineer	X					Research Engineer
X			X		Engineer	X	X				Graduate Engineer	X					Staff Engineer
			X		Engineer 3	X					Jr. Designer		X				Traffic Engineer I
X					Engineer A	X					Jr. Engineer		X				
					Engineer II												
X					Assistant Engineer	X		X			Engineer I		X				P U Engineer
X					Associate 2		X				Engineer I - Design				X		Process Engineer II
X					Associate Engineer II	X	X	X	X		Engineer II				X		Product Design Engineer
			X		Associate Programmer				X		Engineer, Associate				X		Product Development Engineer
			X		Ass't Electrical Engineer		X				Environmental Engr. I	X					Prof'l Consultant I
	X				Ass't Field Engineer				X		Fabrication Engineer	X		X			Project Engineer
	X				Bridge Engineer I		X				Graduate Civil Engineer	X					Project Engineer II
	X				Civil Engineer II		X				Graduate Engineer				X		Project Engineer II
X			X		Design Engineer	X					Intern Engineer				X		Project Engineer VI
X					Design Engineer II	X					Jr Designer				X		Quality Engineer II
			X		Development Engineer	X					Jr. Engineer	X					Sr. Engineer Technician
X					Electrical Engineer II				X		Material Research Engr.	X					Sr. Staff Engineer
X			X		Engineer	X					Mechanical Engineer II	X					Staff Engineer II
x					Engineer Aide				X		Nuclear Safety Engr. II				X		Vehicle Test I
					Engineer III												
X					Associate 3		X				Engineer 2 - Design	X					Project Engineer I
X					Associate Engineer	X					Engineer Designer				X		Project Engineer II
X					Ass't Project Engineer	X					Engineer I				X		Project Engineer III
	X				Bridge Engineer II	X	X	X	X		Engineer II				X		Project Engineer V
X					City Engineer 3	X		X			Engineer III			X			Project Manager
	x				Civil Engineer				X		Engineer, Intermediate	X					Project Manager I
	X				Civil Engineer II		X				Graduate Civil Engineer		X				Project Research Engineer II
	X				Civil Engineer III		X				Graduate Engineer	X					Research Engineer
X			X		Design Engineer	X					Intermediate I Engineer				X		Sales Engineer
X					Design Engineer III	X					Mathematical Modeler	X					Sr. Associate Engineer I
X					Designer	X					Mechanical Engineer III				X		Sr. Engineer
X					Discipline Engineer (18)				X		Nuclear Safety Engineer III	X					Sr. Project Engineer I
					E I T II		X				P U Engineer 2	X					Staff Engineer
			X		Elect'l Engr. Supervixer				X		Plant Q A Engineer		X				Technical Services Engineer
X					Electrical Engineer III				X		Process Engineer III		X				Traffic Engineer II
X			X		Engineer				X		Product Engineer		X				Utilities Coordinator I
	X				Engineer 2 - Bridge Design	X			X		Project Engineer				X		Vehicle Test II
					Engineer IV												
	X				Airport Engineer	X					Mechanical Engineer IV				X		Quality engineer Supervisor
	X				Civil Engineer III	X					MID Engineer				X		R & D Engineer
			X		Electrical Engineer				X		Nuclear Safety Engr. IV				X		Refrigeration Engineer
X					Electrical Engineer IV		X				P U Engineer - 3	X					Registered Engineer
X			X		Engineer				X		Plant Project Engineer		X				Resident Engineer
	X				Engineer 3 - Bridge Design				X		Principal Engineer	X					Sr. Associate I
	X				Engineer 3 - Design				X		Process Engineer IV	X					Sr. Associate Engineer II
X					Engineer 5	X					Product Engineer I				X		Sr. Design Engineer

Equivalent Engineering Titles Used By Participating Firms

C - Consulting Engineer G - Government U - Utilities I - Industrials R - Research & Development

C	G	U	I	R		C	G	U	I	R		C	G	U	I	R	
X					Engineer B	X					Professional Engineer	X			X		Sr. Engineer
X					Engineer B+	X					Prof'l Consultant 2				X		Sr. Plant Engineer
X		X		X	Engineer II	X	X				Project Engineer	X			X		Sr. Project Engineer
X	X				Engineer III	X					Project Engineer	X					Sr. Project Engineer II
X		X			Engineer IV	X					Project Engineer II				X		Sr. Vehicle Compliance Engr
			X		Engineer / Architect				X		Project Engineer IV	X					Staff Engineer
	X				Engineering Coordinator				X		Project Engineer IV				X		Systems Manager
	X				Environ'l Engineer 3	X					Project Manager				X		Terr Sales Representative
X					Intermediate 2 Engineer	X					Project Manager I		X				Traffic Engineer III
			X		Knowledge Analyst Prgmr.		X				Project Manager II		X				Utilities Coordinator II
			X		Materials Engineer		X				Project dResearch Engr III						
					Engineer V												
	X				Admin. Engineer I		X				Engineering Group LDR				X		Sr. Engineer - Project
X					Assistant Manager				X		Engineering Specialist				X		Sr. Engineer I
X					Associate		X				P U Engineer Chief		X				Sr. Environ'l Geologist
	X				Ass't Chief Traffic Engr				X		Plant Engineer II				X		Sr Facilities Engineer
	X				Ass't HWY Design Engr.				X		Principal Engineer		X				Sr. Facility Designer
	X				Ass't HWY PLNG Engineer				X		Product Engineer				X		Sr. Management Engineer
	X				Ass't Utilities Engineer	X					Prof'L Consultant 3				X		Sr.Plant Product Engineer
	X				Bridge Design Group LDR	X		X	X	X	Project Engineer				X		Sr. Plant Product Engineer
	X				Civil Engineering MGR	X					Project Engineer I					X	Sr. Programmer
			X		Engineer 6		X				Reg. Proj. Engr Supervisor		X				Sr. Systems Engineer
X					Engineer C-, C, C+	X					Sr. 1 Engineer		X				Sr. Traffic Engineer
X	X	X			Engineer III	X					Sr. Associate 2	X	X				Sr / Lead Engineer I
X					Engineer III				X		Sr. Design Engineer	X			X		Staff Engineer
X					Engineer IV	X					Sr. Electrical Engineer	X					Staff Engineer I
			X		Engineer Principal	X	X		X		Sr Engineer	X					Team Leader
X			X		Engineer V cont'd				X		Sr. Engineer - Design				X		Tech Sales
					Engineer VI												
	X				Administration Engr II				X		Engineer 7	X					Manager
X					Assistant Project MGR	X			X		Engineer III		X		X		Manager, Engineering
X					Associate		X	X			Engineer IV		X				Manager, Engrg Support
			X		Ass't Resident Engineer	X					Engineer V		X				Manager, Facility Engrg
X					Civil Engineer	X		X			Engineer VI	X					Mechanical Engineer VI
	X				Civil Engineer MGR				X		ENGR, Configuration MGMT					X	Mch'l / Elect'l Engineer
			X		Crude Oil Quality Control				X		ENGR, Reliability Engineer		X				MGR, Traffic PLNG & ENGRG
X					Department Manager				X		ENGR / Administrative MGR		X				MGR, Traffic Signal Programs
	X				E D P Environ'l PRGM MGR		X				ENGRG Operations MGR	X					PR Engineer
X				X	Engineer				X		Lead Electrical ENGR				X		Principal Engineer
			X		Process Engineer MGR	X					Section Director				X		SR Proj. Engr. - Electrical
X					Prof'l Consultant 4 & 5	X			X		Section Manager	X					Sr. Project Engineer
X				X	Program Manager	X					Sr. 2 Engineer	X					Sr. Project Engineer 2
X					Project Associate 1				X		Sr. Architect	X					Sr. Project Manager
X					Project Engineer	X					Sr. Associate	X					Sr. Structural Engineer
			X		Project Engineer	X					Sr. Electrical Engineer	X	X				Sr. / Lead Engineer II
			X		Project Engineer I	X	X	X			Sr. Engineer	X					Staff Engineer II
X			X		Project Manager				X		Sr. Engineer I			X			Supervisor Engineer
X					Project Manager II				X		Sr. Engineer II		X				T E Assistant Admin
X					Project Manager III	X					Sr. Professional Engineer	X					Team Leader
X					Reg. Engineer												
					Engineer VII												
	X				Admin Engineer III	X					Lead Engineer				X		Sr. Engineer Utilities
X					Associate	X			X		Manager, Engineering				X		Sr. Engineer / Architect
X					Chief Engineer	X					Office Manager		X				Sr. Field Engineer
	X				Chief PE				X		Plant Engineer I				X		Sr, Mech'l / Elect'l Engineer

Equivalent Engineering Titles Used By Participating Firms

C - Consulting Engineer G - Government U - Utilities I - Industrials R - Research & Development

C	G	U	I	R		C	G	U	I	R		C	G	U	I	R	
	X				Chief Traffic Engineer	X					PR Staff Engineer				X		Sr. Mech'I / Maintenance Engr.
	X				Civil Engineer Admin'r	X			X		Principal Engineer				X		Sr. Pipeline Engineer
X					Consultant	X					Principal Engineer	X					Sr. Prof'l Specialist
		X			Consulting Engineer					X	Principal Plant Engineer	X			X		Sr. Project Engineer
	X		X		Director, Engineering	X					Project Consultant				X		Sr. Site Cavern Engineer
X					Dicipline Leader (2)	X	X				Project Engineer				X		Sr. Software Engineer
X					Engineer	X					Project Manager	X					Sr. Team Leader
X					Engineer D-, D, D+	X					Reg. Engineer	X					Sr. Technical Advisor I
	X				Engineer Distr.	X					Sr. Associated	X					Sr. Transportation Engineer
				X	Engineer IV					X	Sr. Electrical Engineer	X					Staff Consultant
X		X	X		Engineer VII	X					Sr. Engineer		X				Transportation ENGR Admini.
X					Engineering Specialist	X					Sr. Engineer I		X				Utilities Engineer
			X		Fellow Engineer			X			Sr. Engineer II						
					Engineer VIII												
X					Associate		X				Engineering Admin'r	X					Project Manager
			X		Associate Director					X	Engineering Director		X				Service Manager
				X	Ass't Department Dir.	X					Engineering Manager		X				Sr. Dir. Technical Services
	X				Ass't Dir Engineering SVCS					X	Fellow		X				Sr. Dir / Chief Engr.
X					Business Secment MGR	X					Group Manager	X					Sr. Engineer
X	X		X		Chief Engineer	X			X		Manager	X					Sr. Engineer II
	X				Civil Engineer Sr. Admin'r					X	Manager Engineering II	X					Sr Engrg Specialist
X					Department Manager	X					Manager, Discipline	X					Sr. Principal
X					Director, Operations	X					Managing Civil Engineer	X					Sr. Project Consultant / VP
X					Division Director	X					MGR, Branch Office	X					Sr. Project Engineer
	X				Division Director (DOT)					X	Princ. Control Systems Engr.	X					Sr. Project Manager
X					Division Manager					X	Princ. Electrical Engineer	X					Sr. Technical Advisor 2
X					Engineer					X	Princ. Maint. / Mech'I Eng				X		Staff Engineer
X					Engineer Dept. Manager					X	Princ Project Mgmt Engr			X			Supervisor
X					Engineer E-, E, E+					X	Princ. Safety Engineer	X					Technical Leader
			X		Engineer Head	X				X	Prof'l Consultant 7	X					Vice Pres Engineering
X					Engineer VIII	X					Program Manager	X					Vice President
X					Engineer VIII / Officer	X					Project Engineer						
					Department Head												
X					Associate					X	Engineering Director	X					Principal Engineer
				X	Associate Director VI	X					Executive Vice President	X					Principal ENGR & MGR
X					Business Center MGR					X	Group ENGR Director	X					Principal / Office MGR
X	X				Chief Engineer	X					Group Head	X					Prof'l Consultant 8
X					Department Head	X					Group Manager	X					Program Lead
X					Department Manager	X		X			Manager	X					Project Manager
				X	Departmental Director	X		X			Manager, Engineering	X					Sr. Consultant
X			X		Director					X	Manager, Engineering I	X					Sr. Discipline Leader
	X		X		Director ENGRS SVCS					X	MGR Configuration MGNT	X					Sr. Engineer
	X		X		Director, Engineering					X	MGR Control Systems	X					Sr. Principal ENGR & MGR
X					Discipline Director				X		MGR Engineering SCVS	X					Sr. Project Manager
	X				Division Director					X	MGR Process Engineering	X					Sr. Technical Advisor 2
X					Division Manager					X	MGR Site Engineering				X		Sr. Vice President
X					Engineer				X		MGR Transmission ENGR	X					V P Northwest Region
X					Engineer 8					X	MGR Vapor Pressure Projects		X				V P PLNG, ENGRG & CONSTR
	X				Engineer Division MGR	X					Office / SR Officer				X		Vice Pres Design
X					Engineer E+	X					President	X					Vice Pres Managing Princ
X					Engineer IX	X					Principal	X		X			Vice President
				X	Engineer V												

Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Architectural Drafter III	Experienced draftsman who performs non-routine and complex drafting assignments requiring application of standardized drawing techniques. Works independently with occasional direction from supervisor and may direct efforts of less-experienced draftspersons.
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Audio-Visual Specialist	Is responsible for audio-visual and photographic support of public relations, internal communications, client presentations, training, advertising, and other programs. Will plan and produce various types of slide or videotape presentations. Normally requires a Bachelor's Degree in photography, media production, or visual arts with 3 to 4 years' experience or equivalent background.
SECTION 9	FINANCE / ACCOUNTING GROUP	Billing Clerk	Responsible for calculating charges from entered data and providing an initial review of data for accuracy of amounts and account numbers. Will assign billing numbers to assure accurate tracing of all billable charges. Will submit initial invoice work-up for supervisory review and approval. Minimum 1-year general accounting experience normally needed.
SECTION 9	FINANCE / ACCOUNTING GROUP	Billing Supervisor	Manages the activities of the billing department to insure accurate and timely invoicing. Will supervise the work of billing clerks to ensure accurate and timely billing completion. Oversees the preparation and data entry of various costs for billing purposes. Prepares reports on a regular basis to management pertaining to billings.
SECTION 9	FINANCE / ACCOUNTING GROUP	Bookkeeper	Maintains a complete and systematic set of business transaction records. Reconciles books and prepares reports to show receipts, expenditures, account receivables and payables, and various other business operation information.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Business / Administrative Manager	Responsible for handling office administrative support activities (i.e., human resources, purchasing, facilities maintenance, leasing, clerical support, etc.). In smaller firms, may also serve as Accounting Manager in coordinating all accounting functions. Executive - Senior-Management Level Managerial - Middle-Management/Supervisory Level Administrative - Administrative Group Leader
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Buyer	Responsible for placing orders, expediting back orders, and processing records for regular stock items. Will process requisitions, research products, clarify specifications, prepare purchase orders, select vendors, maintain product-information files, and follow up on back orders. Requires some prior experience of at least 1 to 2 years of purchasing from vendor sources.
SECTION 5	CAD DRAFTING POSITIONS	CAD Drafter 1	Entry level with high school drafting training or other appropriate basic CAD experience. Copies sketches, layouts, and drawings prepared by others.
SECTION 5	CAD DRAFTING POSITIONS	CAD Drafter 2	Entry-level individual with some specialized technology relating to CAD or engineering such as Associates Degree or CAD Drafter 1 experience. Copies detailed plans and drawings.
SECTION 5	CAD DRAFTING POSITIONS	CAD Drafter 3	Experienced draftsman able to perform non-routine and complex drafting assignments requiring application of standardized drawing techniques. Works independently with occasional advice from supervisor and may direct efforts of less-experienced draftspersons. Should have good working skills in CAD operations.
SECTION 5	CAD DRAFTING POSITIONS	CAD Drafter 4	Involved in planning graphic presentations of complex designs having distinctive design features differing significantly from drafting precedents. May recommend minor design changes. May direct preparation of drawings by other draftspersons of lesser experience. Should be proficient in CAD design applications.
SECTION 5	CAD DRAFTING POSITIONS	CAD Drafter Apprentice	Trainee assigned to learn basic drafting skills and techniques.
SECTION 8	ENGINEERING SERVICES GROUP	Chain/Rod Technician	Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Chief Architect / Director of Operations	Responsible for establishing uniformly high production standards for all design and contract documents. Must be thoroughly familiar with entire architectural process and should possess managerial capability to lead and direct activities of all project-team personnel while monitoring technical production on all projects to insure adherence to quality standards at high productivity. Requires professional registration.
SECTION 4	CONSTRUCTION INSPECTION GROUP	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
SECTION 9	FINANCE / ACCOUNTING GROUP	Collection Manager	Responsible for managing past due accounts for delinquency control through proper collection activities. Will review and monitor status of delinquent accounts with appropriate staff. Will oversee the preparation of correspondence and notices on delinquent accounts and act as liaison in the resolution of problem accounts. May supervise the activities of both inside and outside collectors.
SECTION 9	FINANCE / ACCOUNTING GROUP	Collector	Responsible for reviewing status of delinquent accounts and initiating collection action. Will notify appropriate parties involved and prepare correspondence. Conducts research on disputed delinquent accounts and begins corrective action regarding errors. Responsible for initiating legal action when needed through repossession orders or court action.
SECTION 11	COMPUTER SERVICES GROUP	Computer Operator	Operates computers utilizing established programs or programs under development. Loads computer and manipulates controls on console in accordance with established routine or instructions. Observes functioning of equipment. Detects errors or equipment failure and makes normal console adjustments. Maintains necessary operating records. Is competent in most phases of computer operations and requires only general direction.
SECTION 3	CONSTRUCTION SERVICES GROUP	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
SECTION 4	CONSTRUCTION INSPECTION GROUP	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Project Manager	Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
SECTION 3	CONSTRUCTION SERVICES GROUP	Contract Administrator	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract-resource file. Assures that necessary procedural controls exist.
SECTION 3	CONSTRUCTION SERVICES GROUP	Contract Engineer	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Controller - Architectural Mgmt	Responsible for providing fiscal-control programs and accounting systems that respond to needs of projects and firm's business operation. Supervises and monitors all accounting activities and provides management timely financial information. Coordinates preparation of budgets and financial reports for firm.
SECTION 9	FINANCE / ACCOUNTING GROUP	Controller - Finance	Responsible for maintenance and operation of the entire accounting system, including the gathering and reporting of correct financial information to management. Establishes internal-control procedures and improvements to accounting system. May analyze data to show effects or proposed plans on capital investment, income-cash position, and overall financial condition. Supervises preparation of various tax returns. Reviews application of standard terms and conditions to proposed contracts and maintains billing-rate structure for the company. Coordinates the accounts payable and receivable functions of the company.

SECTION 9	FINANCE / ACCOUNTING GROUP	Cost Accountant	Responsible for preparing cost estimates and providing recommendations for cost efficiencies. Prepares and updates all standard cost data. May assist audit and costing of all inventories. Will maintain cost-item numbering system and prepare cost updates for Item MasterFile.
SECTION 3	CONSTRUCTION SERVICES GROUP	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
SECTION 11	COMPUTER SERVICES GROUP	Data-Entry Operator	Under direct supervision, operates data-entry devices to record a variety of accounting or engineer data; verifies entries; performs related clerical duties.
SECTION 6	DESIGN POSITIONS	Design Manager	Responsible for coordinating and scheduling workload of staff of CAD Drafters and Designers and developing/retaining fully competent staff. Should have at least 15 years' design experience.
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Designer (5 to 10 years)	Develops planning and creative-design concepts for projects. Requires substantial experience in architecture and engineering, specifically in planning and design. Prepares presentation and design drawings and details. Works independently on architectural design projects and will often coordinate project drafting efforts.
SECTION 6	DESIGN POSITIONS	Designer 1	Entry level Designer with broad drafting experience of 5 years or more
SECTION 6	DESIGN POSITIONS	Designer 2	Experienced Designer able to perform work of moderate complexity under general supervision. Normally has 7 years of drafting and design experience.
SECTION 6	DESIGN POSITIONS	Designer 3	Has diversified design experience and ability to perform work of greater complexity with minimal supervision. Normally has 10 years of drafting and design experience.
SECTION 6	DESIGN POSITIONS	Designer 4	Serves as senior-level project design leader providing coordination of multi disciplinary functions for complex projects. Normally has 15 years' or more of experience.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Director of Construction Management	Responsible for all construction activities within the firm within overall managerial control of staff including Construction Managers, Project Managers, Resident / Field Staff, and Administrative-Support Staff. This position is the senior executive in the firm responsible for construction activities and performance and serves as the principal client contact regarding critical issues of negotiation.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Director of Contract Administration	Administers all Contract Documents in the field during project construction in support of Project Manager. Registration is desirable but not required.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Director of Design	Responsible to work with Project Manager/Partner or Principal in developing project-design requirements and solutions. Must possess a thorough knowledge of architectural practice with emphasis on design, building materials, construction methods, integration of engineering disciplines, and building costs/codes. Supervises the design department. Registration is desirable but not required.
SECTION 9	FINANCE / ACCOUNTING GROUP	Director of Finance	Responsible for the direction, coordination, and supervision of the company's financial (possibly administrative) activities. Will plan, administer, and recommend policies involving corporate financial management, and may serve as Treasurer of the company or report to the Treasurer or Chief Executive Officer.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Director of Specifications	Responsible for developing specification requirements and solutions for projects and maintaining all aspects of specification department. Requires considerable experience in writing specifications, as well as extensive experience in applying materials and methods to project job sites. Registration is desirable but not required.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Director of Structural Engineering	Responsible for developing structural requirements and solutions for projects and maintaining all aspects of structural engineering activities in the firm. Supervises structural-design personnel to ensure development of high-quality drawings and calculations. Requires professional registration.
SECTION 5	CAD DRAFTING POSITIONS	Drafting Supervisor	Coordinates work activities of drafting group (5 or more draftspersons) to ensure time schedules and quality are maintained. Incumbent will work with professional staff in scheduling work and assigning drafting-support staff to their projects. Normally requires experienced drafter with 10 or more years experience.
SECTION 2	ENGINEERING POSITIONS	Engineer 1	Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.
Section 2	ENGINEERING POSITIONS	Engineer 2	Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced engineer's broader assignment. Performance generally requires a minimum of 1 year as Engineer 1 or related experience or an MS Degree.
Section 2	ENGINEERING POSITIONS	Engineer 3	Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or technicians and be responsible for single phase of a project. Generally requires a minimum of 1 year Engineer 2 or related experience or Ph.D. Degree.
Section 2	ENGINEERING POSITIONS	Engineer 4	Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. Generally requires 2 years Engineer 3 or related experience.
Section 2	ENGINEERING POSITIONS	Engineer 5	Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures.
Section 2	ENGINEERING POSITIONS	Engineer 6	Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable

Section 2	ENGINEERING POSITIONS	Engineer 7	Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field.
Section 2	ENGINEERING POSITIONS	Engineer 8	Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification.
Section 2	ENGINEERING POSITIONS	Engineer 9/Department Head	Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.
SECTION 8	ENGINEERING SERVICES GROUP	Engineering Technician I	Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.
SECTION 8	ENGINEERING SERVICES GROUP	Engineering Technician II	Performs standardized or prescribed assignments involving a sequence of related operations. Conducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.
SECTION 8	ENGINEERING SERVICES GROUP	Engineering Technician III	Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.
SECTION 8	ENGINEERING SERVICES GROUP	Engineering Technician IV	Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
SECTION 3	CONSTRUCTION SERVICES GROUP	Field Engineer	Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Field Superintendent	Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.
SECTION 9	FINANCE / ACCOUNTING GROUP	Financial Analyst	Responsible for the quantitative analysis of various types of financial data needed in planning, budgeting, cost control, project control, etc. Will prepare reports pertinent to analysis that will include financial projection, procedures, and recommendations of actions.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	General Clerk "A"	Performs more-complex clerical duties than a General Clerk "B" requiring specific training or experience. Must have knowledge of department or company policies and procedures. Works under a minimum of general supervision.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	General Clerk "B"	Performs general clerical duties in accordance with established procedures, requiring some judgment in the selection and interpretation of data. May use office machines related to work. Works under direct supervision.
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Graphic Artist	Completes assignments from conceptualization and design to production for specific graphic projects with supervisory review of work during each project. Must have a working knowledge of graphic-design equipment. Should have an Associate Degree or Certificate with 2 years' experience.
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Graphics Manager	Is responsible for directing the production of all artwork and pre-press work. Coordinates between all departments to ensure that users' requirements are met relative to graphic-art needs. Will prioritize workflow and oversee the timely preparation of all work.
SECTION 11	COMPUTER SERVICES GROUP	Help Desk Coordinator	Responsible for providing technical computer assistance to users by diagnosing and resolving problems. Involves the use of problem management database and help desk system. Only problems of a complex nature will be referred to manager for resolution.
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Illustrator	Prepares graphic illustrations for various publications, both technical and non-technical. Will coordinate the printing and typesetting of materials and prepare the graphic-design illustrations for review and approval. Should have a Graphic Design Certificate with several years' experience in artwork preparation, photography, printing processes, etc.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Information Specialist, Library	Provides specialized support within a library and is assigned a specific area of responsibility in acquisition, organization, maintenance, utilization, or retention of library resources. Should have 1 to 2 years of experience with a Bachelor's Degree in Library Science.
SECTION 11	COMPUTER SERVICES GROUP	Information Technology Director/Manager	Responsible for all information technology operations, including managing company's software systems analysis and programming. Is responsible for integrating all levels of computer automation with various business activities such as telecommunications, word-processing, graphic design, database management, security systems, and computer aided design systems. Dependent upon the size and complexity of the company, may have a diverse, technical support staff. Will normally report to an officer or senior executive of the company.
SECTION 8	ENGINEERING SERVICES GROUP	Instrument Technician	Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
Section 1	INTERIOR DESIGN GROUP	Interior Design Apprentice	Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
Section 1	INTERIOR DESIGN GROUP	Interior Designer I	Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
Section 1	INTERIOR DESIGN GROUP	Interior Designer II	Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.

Section 1	INTERIOR DESIGN GROUP	Interior Designer III	Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects.
Section 1	INTERIOR DESIGN GROUP	Interior Designer IV	Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. <u>Works directly with clients on projects of any size.</u>
Section 1	INTERIOR DESIGN GROUP	Interior Designer V	Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
Section 1	INTERIOR DESIGN GROUP	Interior Designer VI	Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
SECTION 9	FINANCE / ACCOUNTING GROUP	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Job Captain	Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
SECTION 11	COMPUTER SERVICES GROUP	Junior Computer Operator	Under direct supervision, assists more experienced Operator and/or Programmer in monitoring and controlling computer and/or peripherals directly linked to the computer. May keep records regarding output units and supplies.
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Junior Designer - A (0 to 3 years)	Performs routine architectural design and provides office support for projects. Assists in preparation of design and construction documents, correcting and updating drawings.
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Junior Designer - B (3 to 5 years)	Prepares design and construction documents. Requires general knowledge of design development and production of presentation and construction documents. Requires working knowledge of construction techniques and related engineering principles. Performs more complex projects than "Junior Designer - A" and assists in architectural problem-solving as individual breadth of experience allows.
SECTION 11	COMPUTER SERVICES GROUP	Junior Programmer	Assists the coding of programs under the close supervision of an experienced Programmer. This is the entry-level programmer position and would require an educational understanding of programming with less than one year's experience.
SECTION 4	CONSTRUCTION INSPECTION GROUP	Junior/Assistant Construction Representative	This is an entry-level position in inspection work that is closely supervised. Will be assigned to observe and inspect construction work of limited complexity and prepare daily inspection reports, with problems referred to supervisor. Requires 0 to 2 years' experience with a good familiarity with construction procedures.
SECTION 8	ENGINEERING SERVICES GROUP	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
Section 1	LANDSCAPE ARCHITECTURE GROUP	Landscape Architect I (Entry Level)	Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work)
Section 1	LANDSCAPE ARCHITECTURE GROUP	Landscape Architect II	Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and re commendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
Section 1	LANDSCAPE ARCHITECTURE GROUP	Landscape Architect III	Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
SECTION 11	COMPUTER SERVICES GROUP	Lead Programmer	With minimal supervision is able to develop and prepare complex program code that requires complete insight into technical phases of programming. Can analyze problems in terms of detailed equipment requirements and capabilities. May supervise the activities of other Programmers of lesser experience.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Librarian	Maintains a central-information resource within the company and coordinates the activities such as referencing, indexing, cataloging, and information acquisitions. May direct the efforts of library-support personnel. Organizes information materials and maintains up-to-date materials to meet needs of staff.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Mail Clerk / File Clerk	May process incoming or outgoing mail, operate related machines, and perform other routine duties. Performs routine filing and sorting operations according to an established system. Locates and removes material upon requests and keeps records of its disposition.
SECTION 8	ENGINEERING SERVICES GROUP	Maintenance Manager	Provides daily oversight of all functional and operational activities in facilities maintenance, which includes troubleshooting, repairs, and supervision of all subordinate maintenance staff. Assigns work to maintenance staff and vendors (for electrical, mechanical, plumbing, and/or HVAC repairs). Requires an operational knowledge of all equipment and machinery within the facility. Reviews and implements all mechanical specifications and manuals for current operations.
SECTION 8	ENGINEERING SERVICES GROUP	Maintenance Specialist	Performs daily maintenance tasks needed to ensure facilities and equipment are operational. Responsible for first-level repairs and general maintenance tasks. May have a technical specialty; however, this level will perform broad, general maintenance jobs and/or assist technical specialists on complex tasks.
SECTION 9	FINANCE / ACCOUNTING GROUP	Manager of General Accounting	Responsible for organizing and directing all general accounting activities. This involves maintaining systems to insure the accurate and proper accounting of company resources. May be required to provide financial statements, analyses, and various management reports as needed. Normally directs the activities of the general accounting staff; and, dependent on size, may include accounts payable, accounts receivable, and payroll.
Section 1	LANDSCAPE ARCHITECTURE GROUP	Manager of Landscape Architecture	Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Manager, Administrative Services	Supervises administrative services including typing, communication systems, printing services, filing, mailing, purchasing, facilities' maintenance, and other support services either in whole or in part, depending upon the size of the organization. Establishes systems and procedures for efficient and economical operation of support services.
SECTION 11	COMPUTER SERVICES GROUP	Manager, Computer Operations	Manages and coordinates data processing planning, design, and production activities. Evaluates equipment acquisitions and determines information requirements and allocation of operating time of computer systems or line usage on terminal hookup to service bureau. Determines and monitors reports of computer and peripheral equipment usage. Ensures malfunctions are corrected and proper maintenance of systems to minimize downtime. Determines costs associated with computer operation to apply billing charges for unit. Supervises the activities of support staff and ensures that production schedules are met and programming is functional and practical in its application.

SECTION 4	CONSTRUCTION INSPECTION GROUP	Manager, Construction	Inspection Services-Supervises the construction-inspection section within a firm or a major inspection effort within an engineering discipline; assures that the construction inspection is completed properly in a timely manner and in accordance with contract documents. Requires 10 years or more of extensive experience with a degree or the equivalent.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Manager, Word Processing	Responsible for the word processing production and/or technical-editing services within the company. Directs the supervision and training of word-processing staff in both production techniques and equipment operation. Prepares and maintains a budget of production expenditures to ensure efficiency of operation.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Managing Partner / Principal	As Chief Executive Officer, is responsible for establishing overall goals and objectives and coordinating implementation plans. In conjunction with other executives, is responsible for realization of profits compatible with interests of clients and firm.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
SECTION 11	COMPUTER SERVICES GROUP	Micro-Computer Specialist	Responsible for performing analytical, technical, and administrative work in the planning, design, and installation of new and existing microprocessor-based computer systems. Interacts with end-users to determine hardware and software requirements. Selects and modifies software to meet end-user needs or writes programs to accomplish same result. Installs and maintains new and/or existing hardware. Trains end-users of software and equipment.
SECTION 11	COMPUTER SERVICES GROUP	Network Administrator	Responsible for the acquisition, installation, maintenance, and usage of the company's Local-Area Network (LAN). Evaluates vendor products to meet company needs. When acquired, installs network hardware, software, and telecommunication equipment. Evaluates, develops, and maintains network systems. Develops and implements LAN policies, procedures, and standards and ensures that company's objectives are met. Trains LAN users and troubleshoots LAN problems.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Office Manager	Primary responsibility is to coordinate the administrative aspects of the office and to ensure that the office is working efficiently. Will supervise or direct the work activities of the clerical, secretarial, and other related administrative-support positions. Position normally reports to an executive in the company.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Offset-Press Operator	Operates offset printing press, at least two-color capability, and maintains equipment for high-quality production. Work may require short-term deadlines. Will operate binding equipment, cameras, cutter, plate burner, and folding machine.
		Other	Used when no other job title is appropriate. Enter actual Job Title in col. "E" on the Labor Rate Data Entry tab.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Partner / Principal	As a senior executive, is responsible for direction and control of a specific segment of the firm's activities to ensure operating plans are implemented to achieve corporate/partnership objectives. Has ownership-level responsibility and requires professional registration. May function as Project Partner or Principal-in-Charge on projects.
SECTION 8	ENGINEERING SERVICES GROUP	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)
SECTION 9	FINANCE / ACCOUNTING GROUP	Payroll Clerk	Performs payroll function, including the computation of required and voluntary deductions, preparation and verification of payroll, and maintenance of payroll records and reports. Prepares various government reports and processes payments to employees.
SECTION 9	FINANCE / ACCOUNTING GROUP	Payroll Supervisor	Responsible for the processing of payroll for all employees. Will supervise the work of the payroll department personnel from the source of authorization to the delivery of salary checks; maintenance of earnings records; and compliance with federal, state, and local reporting requirements. May be required to coordinate these activities with an outside payroll service.
SECTION 3	CONSTRUCTION SERVICES GROUP	Planner/Scheduler	Position is responsible for the assembling and analyzing of project information and preparing understandable documents which serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts.
SECTION 8	ENGINEERING SERVICES GROUP	Product Design Manager	Responsible for the managerial direction and control of a specific functional area within product development. Oversees both the administrative and technical operations of a group of designers, drafters and/or technicians by providing their assignments and performance reviews while ensuring efficient, cost-effective use of staff. Serves as technical advisor within a functional area and provides senior-level input and evaluation to projects. Demonstrates creativity, foresight, and mature engineering judgment when anticipating and solving problems.
SECTION 8	ENGINEERING SERVICES GROUP	Product Designer I	Performs entry-level product design, requiring a bachelor's degree in engineering, industrial design or related discipline. Works under close supervision; receives specific and detailed instruction as to required tasks and results expected. Normally works on modifications and/or revisions to established products. Requires a basic understanding of design theory and ability to both read and prepare drawings (manual and CAD).
SECTION 8	ENGINEERING SERVICES GROUP	Product Designer II	Intermediate/developmental level where routine design work requires the application of standard techniques, procedures and criterion carrying-out a sequence of related engineering tasks. Technical capabilities are developed that allow for limited exercise of judgment on design details, development, and presentation. Begins to handle more aspects of small to medium projects while developing independence in operation and, therefore, requiring less direct supervision. Assignments include some coordination of tasks with marketing and production. Typically will begin to work at a higher level of moderate complexity.
SECTION 11	COMPUTER SERVICES GROUP	Programmer	Under general supervision, develops and prepares program code. Conducts analysis, program design, coding, and other applications/programming tasks needed to produce reports or computations. Prepares program documentation, debugs programs, designs conversion procedures, and determines optimum equipment configurations.
SECTION 11	COMPUTER SERVICES GROUP	Programmer/Analyst	Defines applications' problems; determines system specifications; recommends equipment changes; designs data-processing procedures and block diagrams. May prepare machine-logic flow charts and codes. Devises data-verification methods and standard systems procedures.
SECTION 9	FINANCE / ACCOUNTING GROUP	Project Accountant	Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff to ensure compliance with contractual requirements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience.
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Project Designer (10 or more years)	Develops solutions to client architectural complexities. Initiates and creates project designs and plans with responsibility for preparing presentation and design drawings. Requires extensive experience in all phases of architecture and engineering including substantial and varied experience in project planning and design. Coordinates all trades and agencies related to building design while monitoring drawings.
Section 1	ARCHITECTURAL MANAGEMENT GROUP	Architectural Project Manager	Responsible for administering all phases of project through construction. Has primary responsibility for budgeting, scheduling, planning, design, specification, and working drawings on a given project with authority to direct, control, and monitor all activities. Normally requires registration, but breadth of individual experience may replace registration.
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Proofreader	Proofreads draft reports, tables, charts, memos, letters, of non-technical nature for continuity, grammar, sentence structure, and typographical errors. Performs some non-technical rewriting and editorial changes when possible for approval of author. Requires a strong English background and experience or an Associate Degree.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Purchasing Agent	Responsible for the selection of vendors and the purchase of materials and equipment. Maintains and controls a system of records relative to purchase orders and their approval. Evaluates the service of vendors and the quality of items purchased. Reviews purchase requests for need and invoices for compliance and completeness for payment. Requires a degree in business administration with several years of purchasing experience or 5 to 8 years of equivalent experience.

SECTION 7	ADMINISTRATIVE SERVICES GROUP	Purchasing Clerk	Responsible for performing typing and clerical duties related to the business of purchasing. Will be required to complete computations, type reports and correspondence, and maintain file system.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Purchasing Manager	Responsible for the management of the procurement functions within the company and the supervision of all purchasing staff. Will establish practices and procedures to be followed by Buyers and is responsible for overseeing negotiations of price and delivery. Responsible for selection of vendors, assessment of vendor capabilities, development of alternate sources, and evaluation of vendor performance.
SECTION 3	CONSTRUCTION SERVICES GROUP	Quality-Control Engineer	Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Receptionist	Primary responsibility is greeting visitors, ascertaining their names and companies represented and informing proper employees of arrival. Must have sufficient knowledge of company's business to direct visitors. May do incidental typing and/or routine clerical work as assigned.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Receptionist/Telephone Console Operator	Has combined duties of greeting and directing guests entering and leaving facilities, as well as handling console operator duties for all incoming and outgoing calls. May do incidental typing and/or routine clerical work as assigned.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Reproduction Operator	Operates all reproduction equipment to reproduce copies. Sorts, collates, staples, and performs other simple clerical duties.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Resident Construction Manager 1	Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Resident Construction Manager 2	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
SECTION 3	CONSTRUCTION SERVICES GROUP	Resident Engineer	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Risk Manager	Responsible for managing a comprehensive insurance and risk-management program. Will serve as liaison between the company, the brokers, the adjusters, and the attorneys involved on all insurance matters. Coordinates the company's efforts to control or mitigate loss-producing conditions or injuries. Evaluates insurance coverage required, negotiates for coverage, and will review all agreements between the company and others to identify and limit liability exposures.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Safety/Loss-Prevention Manager	Responsible for developing, implementing, and managing a complete loss-prevention program and central safety engineering/management services. Will work with field staff in the development of safety procedures at each site to be in compliance with regulatory requirements and sound safety practices. Ensures that all monitoring and reporting procedures are adhered to with follow-up corrective actions regarding violations and accidents.
SECTION 10	SECRETARIAL GROUP	Secretary "A"	Performs complete secretarial duties for a senior-level executive who is controlling an operating unit in the company. Does work of a confidential nature and relieves executive of designated administrative details. Must exercise initiative, judgment, and knowledge of company practices, policies, and organization. May also direct and review work of a secretarial staff.
SECTION 10	SECRETARIAL GROUP	Secretary "B"	Performs secretarial and clerical duties for supervisor of small organizational unit (up to 15 persons) or non-supervisory staff specialist. Requires good proficiency in all related secretarial skills and may direct the work of other clerical staff.
SECTION 10	SECRETARIAL GROUP	Secretary "C"	Performs secretarial and minor administrative work within a group. Takes and transcribes dictation with speed and accuracy. Maintains correspondence and data files, arranges appointments, answers routine inquiries, etc.
SECTION 10	SECRETARIAL GROUP	Secretary To Chief Executive	Performs secretarial and related administrative services to support the company's Chief Executive; i.e., Chairman of the Board and/or President; Managing Partner/Principal. Work is confidential in nature and requires some report analysis and preparation.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Security Director	Directs, oversees, and implements effective company security procedures and techniques in conjunction with local ordinances and laws. Coordinates the hiring and selection of security staff. Prepares work schedules and monitors activities of staff. Regularly provides training and performance evaluation to staff. Acts as liaison to law enforcement officials. Ensures security for all classified company information stored on premises, including computer systems. Oversees proper emergency evacuation procedures and training.
SECTION 9	FINANCE / ACCOUNTING GROUP	Senior Accountant	Oversees the daily operations of a complete accounting system or provides direction to major segment of the accounting function where difficult financial procedures and interpretations must be made. May supervise the activities of lesser-experienced accountants and bookkeepers. Position requires a comprehensive knowledge of each accounting function with a degree in accounting and at least 5 years of experience. Will provide primary technical contact with external auditors.
SECTION 9	FINANCE / ACCOUNTING GROUP	Senior Accounting Clerk	Handles one phase of accounting in a large unit that requires training necessary to determine proper accounting entries. Prepares accounting reports and may analyze accounting records to determine causes of results shown, etc. May direct work of junior-level clerks. Works with general supervision or entirely on own.
Section 1	ARCHITECTURAL DRAFTING AND DESIGN GROUP	Senior Architectural Drafter	Prepares design development and construction documents with guidance from Job Captain, Project Architect, or Team Leader. Requires substantial design development and architectural drafting experience for a wide variety of projects. Requires minimum of 10 years' experience in drawing production or professional training with 8 years' experience. Experience also required in mechanical, electrical, and civil drafting. Should have substantial knowledge of production procedures for design development and construction documents; thorough knowledge of architectural planning, drafting, detailing, and building materials; working knowledge of site planning and civil, structural, mechanical, and acoustical engineering; general knowledge of building codes.
SECTION 9	FINANCE / ACCOUNTING GROUP	Senior Billing Clerk	Responsible for calculating accurate billable charges and preparing final invoices. Will prepare a work-up of customer/client bills using computer to produce report on all charges. Verifies all account numbers required on bills and applicable expense charges. May oversee the work of lesser-experienced Billing Clerks and provide training as requested. Minimum 3 to 4 years' general accounting experience normally needed.
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Senior Buyer	Responsible for purchasing diversified commodities on a competitive basis to ensure timely delivery and for maintaining accurate vendor records. Will be involved in purchasing, expediting, establishing vendor/user relationships, preparing periodic budgeting reports, analyzing and reconciling complex procurement/accounting problems. Requires 3 to 5 years of purchasing experience with some technical schooling.
SECTION 11	COMPUTER SERVICES GROUP	Senior Computer Operator	Provides coordination and administration of computer services operations. Ensures that current computer programs are up to date, operational, and functional at all times. Within a corporate setting, will oversee all operational facets of the computer networking system. May be required to accommodate telecommunications linkup for specific operational need. Responsible for providing work direction to assigned staff in computer operations area. May recommend hardware and software packages for purchase or lease.
SECTION 4	CONSTRUCTION MANAGEMENT GROUP	Senior Construction Manager	Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
SECTION 4	CONSTRUCTION INSPECTION GROUP	Senior Construction Representative	This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced Inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.
SECTION 11	COMPUTER SERVICES GROUP	Senior Data-Entry Operator	Under direct supervision, operates data-entry devices to record a variety of accounting or engineering data; assists in the scheduling of data-entry functions; instructs other personnel on procedures used to perform routine assignments; assists in training new employees. Follows a generally standardized pattern of operation, but frequently includes exceptions and special instructions that demand the Operator's close attention.

SECTION 9	FINANCE / ACCOUNTING GROUP	Senior Financial Analyst	Responsible for the quantitative analysis of complex financial data needed in fiscal planning, budget planning and control, and project-cost evaluations. Prepares detailed reports and evaluations of financial information and will provide management with recommendations for action and/or modifications regarding financial procedures, plans, and controls. May supervise less-experienced staff and normally will have 5 years' experience with a Bachelor's Degree in <u>Accounting/Business Administration</u> .
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Senior Graphic Artist	Oversees the production of graphics from conceptualization, development, to final presentation. May supervise the daily activities of other Graphic Artists. Will coordinate the acquisition of vendor services when applicable for a project. Should have a Bachelor's Degree or Certificate in Graphic Design with 5 years of experience and a good working <u>knowledge of graphic techniques and tools</u> .
Section 1	LANDSCAPE ARCHITECTURE GROUP	Senior Landscape Architect	Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and <u>may supervise lesser-experienced staff toward assigned project task completion</u> .
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Senior Press Operator	Performs duties of Offset-Press Operator and is an experienced operator with knowledge of various printing techniques. <u>May function as Group Leader in the print-shop operation.</u>
SECTION 8	ENGINEERING SERVICES GROUP	Senior Product Designer	Responsible for interpreting, organizing, executing, and coordinating new product design projects and/or revisions to existing products of large scale and complexity. Serves as project liaison to marketing and production to ensure continuity, accuracy, cost-effectiveness and timeliness of project work for release to production. Normally supervises, <u>coordinates and reviews work of a small staff (1 to 5) of designer, drafters and/or technicians.</u>
SECTION 11	COMPUTER SERVICES GROUP	Senior Software Systems Engineer	Provides leadership to the formulation and design of specifications for complex software programming applications, as well as the modification and maintenance of existing applications. Performs at a highly technical level in all phases of software systems programming applications. May direct and/or train others in the effective and efficient use of the <u>system's technical software. Normally responsible for applications pertinent to overall operating system.</u>
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Senior Specifications Writer	Coordinates the preparation of contract documents and specifications. May schedule and review the work of other Specifications Writers. Has significant and diverse experience and is able to recommend specifications requirements and content and to oversee the production of completed documents and specifications. Requires applicable technical <u>degree with 5 years' experience in specifications.</u>
SECTION 11	COMPUTER SERVICES GROUP	Senior Systems Analyst	Participates in systems analysis activities. Uses extensive technical expertise to handle complex projects. Develops or modifies procedures to solve complex problems while considering systems' capabilities and form of desired results. Prepares detailed specifications from which program code will be written. Analyzes and revises existing system logic <u>and documentation as necessary.</u>
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Senior Technical Editor	Individual has significant experience that enables technical editing/rewriting with a minimum of review. May direct the efforts of Technical Editor(s) of less experience and may determine workflow priority. Should have at least 5 years of <u>applicable experience preferably with a technical degree.</u>
SECTION 10	SECRETARIAL GROUP	Senior Typist	Performs various typing that requires a high level of skill and proficiency in preparation of reports, statistical tables, and other important correspondence. May direct the efforts of other Typists, and has significant word processing experience.
SECTION 9	FINANCE / ACCOUNTING GROUP	Senior Underwriter	Responsible for developing and implementing underwriting procedures, practices and policies in accordance with corporate philosophy. Maintains and develops Producer-based agency strategy. Provides clear instruction to Underwriting Analysts and service center to ensure proper service to Producers. Has in-depth underwriting experience, technical knowledge and managerial skills; with the ability to make sound, profitable decisions relating to underwriting <u>issues.</u>
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Senior Word Processing Operator	Operates with high proficiency and skill the various automated word-processing equipment within the company in the <u>preparation of reports, tables, correspondence, listings, etc. Minimal direction is provided.</u>
SECTION 11	COMPUTER SERVICES GROUP	Software Systems Engineer	Responsible for developing or modifying moderately difficult software programming applications from defined specifications. Normally operates under general supervision and assists in design, coding, testing, debugging, and <u>documentation of programs.</u>
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Specifications Writer	Prepares contract documents and specifications for technical projects while insuring compatibility with drawings and/or technical conditions. Will write technical specifications in compliance with outline, acceptable standards and existing laws, rules and regulations. May prepare bid sheet, measurement, and payment sections of specifications. Position <u>requires technical degree with 2 years' experience.</u>
SECTION 8	ENGINEERING SERVICES GROUP	Staff Product Designer	Independently carries out moderately complex projects from start to finish, and is considered a fully competent designer in all conventional aspects of assigned functional area. Makes decisions regarding material selection, structural requirements, tolerances, aesthetics, and testing. May provide supervision to lower level designers, drafters, and <u>technicians on specific assigned tasks.</u>
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Supervisor, Word Processing	In smaller operations, will serve as the coordinator of the word-processing-group operation. In larger operations where position reports to Manager of Word Processing, this position provides the daily staff supervision and training and is <u>responsible for scheduling and coordinating workflow on a priority basis.</u>
SECTION 11	COMPUTER SERVICES GROUP	Systems Analyst	Participates in the analysis of business (or technical) systems' problems and development of solutions. Confers with users to define the problem and type of data to be processed. Devises logical procedures to solve problems using data processing. Analyzes existing system-logic difficulties and revises the logic and procedures involved as necessary.
SECTION 12	EDITING / GRAPHICS / SPECIFICATIONS GROUP	Technical Editor	Performs editing and/or rewriting of technical reports and documents subject to approval of author. Ensures consistency and clarity of style within technical reports. Usually works without direct daily supervision, but is in regular contact with technical staff to clarify reports, meaning, format, and style of their work. Requires a Bachelor's Degree in English or <u>Journalism with basic understanding of technical content of reports.</u>
SECTION 11	COMPUTER SERVICES GROUP	Telecommunications Administrator	Responsible for the planning, operation and maintenance of data and voice telecommunications systems. Will evaluate advances in current technology and subsequently implement improvements to meet company's needs. Maintains an efficient, online system and provides training and technical support to users. Coordinates with vendors regarding the use <u>and maintenance of telecommunications system and equipment.</u>
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Telephone Console Operator	Operates a multiple-position telephone console, handling incoming, outgoing, and inter office calls. Performs full telephone information services and handles complex calls such as conference, collect, WATS, overseas, etc., on a full- <u>time assignment basis. Keeps a record of calls and toll charges.</u>
SECTION 7	ADMINISTRATIVE SERVICES GROUP	Traffic Manager	Directs and/or supervises the selection, negotiation, and finalization of all transportation arrangements for shipped-goods inbound to company production facilities or service centers. Responsible for proper storage and inventory of materials with audit-accountability for received goods. Ensures allocation of all materials to appropriate departments. Must supervise and coordinate activities of trafficking support staff. Oversees processing of bills of lading, U.S. Customs <u>documents, insurance, and brokers' documents.</u>
SECTION 10	SECRETARIAL GROUP	Typist	Primarily responsible for preparation of letters, reports, tabulations, and other materials where format and terms are generally clear and follow a standard template. May prepare offset masters. Performs clerical duties of moderate <u>difficulty, and is proficient with word processing system.</u>
SECTION 9	FINANCE / ACCOUNTING GROUP	Underwriting Analyst	Responsible for monitoring the coordination of pricing and product implementation. Will provide data support and maintain existing reporting base as required. Develops various reports and bulletins for management. Normally has a bachelor's degree and 3 to 5 years insurance experience. Has a good working knowledge in the application of <u>computer software used in underwriting.</u>
SECTION 9	FINANCE / ACCOUNTING GROUP	Underwriting Assistant	Responsible for performing routine transactions entering the underwriting department with minimal guidance. Will prepare the risk for complete and efficient underwriting review for transactions outside assigned processing guidelines. Serves as initial contact on inquiries and may be coordinator between Underwriting and Services Departments. Normally has at least 5 years experience as processor, rater or customer service representative with product, coverage, and <u>system knowledge.</u>
SECTION 11	COMPUTER SERVICES GROUP	VP/Director, Corporate Information Systems	Responsible for all corporate information systems analysis and programming and the development of policies and procedures, technical standards and methods, and priorities. Develops overall strategy for systems development. Oversees interface of information systems with other functions of the company. May directly supervise or provide <u>functional direction and/or guidance to all information systems staff.</u>

	SECTION 11	COMPUTER SERVICES GROUP	Website Administrator	Responsible for the design, modification, and/or maintenance of the company's Website. Will investigate and develop Website applications based on current and projected Internet applications/technologies.
	SECTION 7	ADMINISTRATIVE SERVICES GROUP	Word Processing Operator	Is responsible for transcribing and copy typing the many types of work handled by the company's automated and processing equipment. May also perform other secretarial or clerical functions, and work is directly supervised.
2	Experience Levels			
		Level Name	Level Description	
		Level I, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.	
		Level II, Developmental	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.	
		Level III, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to a small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience or the equivalent.	
		Level IV, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering degree plus 7 to 9 years' experience or the equivalent.	
		Level V, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting, and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 10 or more years' related experience or the equivalent.	
3	Phase Names			
		Phase Name		
		1. Design Analysis Program		
		2. Schematic Design		
		3. Design Development		
		4. Construction Documents		
		5. Bid and Bid Evaluation		
		6. Construction Administration		

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING THE CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a)) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b)) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA

encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B)

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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