

AGREEMENT FOR PROFESSIONAL ON-CALL 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 (the “City”), and **GROUP14 ENGINEERING, PBC**, a corporation organized under the laws of the state of Colorado and authorized to do business in Colorado (the “Consultant”) (collectively “Parties”).

W I T N E S S E T H:

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

WHEREAS, City desires to have provided on-call environmental and sustainability planning consulting services in support of its operations at DEN; and

WHEREAS, City has undertaken a competitive process (through RFP No. 202262167) 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 Environmental and Sustainability Planning Consulting contract; and,

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

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

PART I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), their 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 Department of Aviation’s Senior Vice President for Sustainability (the “SVP”). The SVP 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.

PART II DUTIES AND RESPONSIBILITIES OF CONSULTANT

2.01 SCOPE OF SERVICES.

A. Scope of Work. Consultant will provide professional services and provide deliverables for the City as designated by the CEO, and/or their 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. The Project Manager will issue particular projects under this agreement (“Task Orders”). The terms of each Task Order will include but are not limited to schedule, staffing and pricing. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the CEO, and signed by Consultant, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Time is of the Essence. Consultant acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner.

2.02 PROFESSIONAL RESPONSIBILITY.

A. All of the services performed by the Consultant under this Agreement shall be performed in accordance with the standards of care, skill, efficiency, knowledge, training, and diligence provided by highly competent professionals who perform services of a nature similar to the services described in this Agreement (“Standard of Care”).

B. The Consultant agrees to strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders and memoranda of policy furnished to it by the City and further agrees to design each project in compliance with the Standard of Care, and all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

2.03 REMEDIES.

A. Consultant's Performance. All deliverables and services provided by Consultant shall be:

1. Fully coordinated and integrated with related work being performed by the Consultant’s sub-consultants, the City and the City's consultants, and all of their respective suppliers and sub-consultants of any tier; and
2. Checked for compliance with applicable laws, ordinances, codes, rules, regulations and current industry standards applicable to the Work. Codes and laws are often subject to differing interpretations. Consultant will use due diligence to ascertain interpretations which will be acceptable to the City and relevant regulatory authorities.

B. Acts and Omissions. The Consultant shall be liable to the City for acts and omissions of Consultant’s employees, Consultants, subconsultants, agents and any other party with whom the Consultant contracts to perform any portion of the Work, including any design elements of any authorized Task Order.

C. City's Remedies. In the event Consultant fails to comply with any provisions of this Section 2, Consultant shall be liable to the City for all costs of correcting the Work, without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected design documents, including reproducible drawings;
2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors or omissions; and
3. Additional costs incurred by the City or its other consultants or Consultants, if any, arising out of such defective Work.
4. These remedies are in addition to, and do not limit the provisions and requirements of Section 5.01 - Insurance, and Section 5.02 – Indemnification.

D. Diligence. The Consultant acknowledges that time is of the essence in the performance of its services under this Agreement and that the City of Denver may suffer damages if any project is delayed as a result of the Consultant's failure to provide its services in a timely and diligent manner. Consultant shall perform the Work described herein, including in any Task Order, in a timely manner and as directed by the CEO or their authorized representatives.

2.04 KEY PERSONNEL ASSIGNMENTS.

A. All key professional personnel identified in *Exhibit B* will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in *Exhibit B* will perform work under this Agreement, unless otherwise approved in writing by the Project Manager. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

B. 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.

C. 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 Section 3.02.

2.05 SUBCONTRACTORS.

A. 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. 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.

B. 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 this Agreement or the subcontract.

C. 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.

D. 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).

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

2.06 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. 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 Section 2.06 within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist.

PART III TERM AND TERMINATION

3.01 TERM.

A. The Term of this Agreement shall commence on the Effective Date, and shall terminate three (3) years from the Effective Date, unless sooner terminated in accordance with the terms stated herein (“Expiration Date”). The Term of this Agreement may be extended for up to two one-year extensions by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated in this Agreement.

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

3.02 SUSPENSION AND TERMINATION.

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

B. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Consultant.

C. Termination for Cause. In the event Consultant fails to perform any provision of this Agreement, the City may either:

1. Terminate this Agreement for cause with ten (10) days prior written notice to Consultant; or
2. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

D. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 3.02.C.2., Consultant shall have five (5) days to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement pursuant to Section 3.02.C.1.

E. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date

of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 3.02.F. below.

F. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 3.02.B., Consultant may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 3.02.E. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 3.02.E. and 3.02.F., exceed the Maximum Contract Amount.

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

PART IV COMPENSATION AND PAYMENT

4.01 MAXIMUM CONTRACT LIABILITY.

A. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of ONE MILLION TWO-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00) (“Maximum Contract Liability”). Consultant will be performing the services under each Task Order on an hourly rate basis or a lump sum basis up to the Maximum Contract Amount. Hourly rates are set forth in *Exhibit B* and vary according to the experience and skill required. These rates shall apply to all Task Orders. In the sole discretion of the CEO or their delegate, hourly rates may be revised once per calendar year throughout the term of this Agreement.

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. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment under this Agreement shall be paid from City and County of Denver Airport System 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 any future encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

4.02 PAYMENT SCHEDULE.

A. Subject to the Maximum Contract Amount set forth in Section 4.01 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.

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

4.03 INVOICES.

A. Payments shall be based upon monthly progress invoices and receipts submitted by Consultant, audited and approved by City. Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of this Agreement 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.
6. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

B. 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.

4.04 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 their designee's judgment, such fees are reasonable and appropriate and provides written approval of the expenditure.

PART V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

5.01 INSURANCE.

A. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's Insurance Requirements 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.

B. 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.

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

D. Unless specifically excepted in writing by 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. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

E. 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.

F. 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.

5.02 DEFENSE AND INDEMNIFICATION.

A. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City 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 the City.

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

C. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The

Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

5.03 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.

**PART VI
GENERAL TERMS AND CONDITIONS**

6.01 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.

6.02 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.

6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS.

All of the work performed under this Agreement by Consultant shall comply with all existing and future 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.

6.04 COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS.

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

which is protected, Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. Consultant further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Section 5.02, "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.

6.05 NOTICES.

A. 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:

Group14 Engineering, PBC
Attn. Laura Charlier
1325 East 16th Avenue
Denver, Colorado 80218

B. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in this Section.

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

6.06 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.

6.07 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.

6.08 FORCE MAJEURE.

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

6.09 COOPERATION WITH OTHER CONTRACTORS.

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

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

6.10 INUREMENT.

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

6.11 NO AUTHORITY TO BIND CITY TO CONTRACTS.

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

6.12 INFORMATION FURNISHED BY THE CITY.

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

6.13 SEVERABILITY.

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

6.14 TAXES AND COSTS.

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

6.15 ENVIRONMENTAL REQUIREMENTS.

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

B. For purposes of this Agreement the terms “Hazardous Materials” shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a “hazardous substance,” “hazardous waste” or “toxic substance” (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

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

6.16 NON-EXCLUSIVE RIGHTS.

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

PART VII STANDARD CITY PROVISIONS

7.01 DIVERSITY AND INCLUSIVENESS.

A. 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.

B. 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.

7.02 SMALL BUSINESS ENTERPRISES.

A. Consultant is subject to City's ordinance, DRMC Chapter 28, Article III ("MWBE Ordinance") which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MWBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is twenty-five percent (25%). Project goals must be met with certified MWBE participants or by demonstrating good faith efforts under the MWBE Ordinance. The Consultant must comply with the terms and conditions of the MWBE 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 MWBE participation upon which this Agreement was awarded for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

B. Under D.R.M.C. § 28-68, Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other agreement modifications, or as otherwise described in D.R.M.C. § 28-70. Consultant acknowledges that:

1. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as Exhibit D (“EDI Plan”) and as it may be modified in the future by the Division of Small Business Opportunity (“DSBO”). Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-62.
2. If required by DSBO, Consultant shall develop and comply with a separate Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
3. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.
5. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.
6. Failure to comply with these provisions may subject Consultant to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.
7. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project’s designated DSBO representative at (720) 913-1999.

7.03 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, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

7.04 PREVAILING WAGE.

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

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.
2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
3. Consultant shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
4. Consultant shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
5. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.

7.05 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.

7.06 COLORADO OPEN RECORDS ACT.

A. 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.

B. 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.

7.07 EXAMINATION OF RECORDS.

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make

disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

B. Additionally, Consultant agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

7.08 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.

7.09 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.

7.10 CONFLICT OF INTEREST.

A. 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.

B. 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.

C. Consultant represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work,

activities, or conduct that might affect the judgment, actions, or work of Consultant or which might give Consultant an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Consultant agrees it will comply with that mitigation plan.

D. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

7.11 NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT.

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Denver Revised Municipal Code 20-90, and any amendments (the “Certification Ordinance”), and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

1. At the time of its execution of this Agreement, it does not knowingly employ or contract with worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.
2. It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Consultant also agrees and represents that:

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

3. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
4. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
5. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with worker without authorization, it will notify such subcontractor and City within three (3) days. The Consultant will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the worker without authorization, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with a worker without authorization.
6. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.
7. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

7.12 GOVERNING LAW; BOND ORDINANCES; VENUE.

A. This Agreement is made under and shall be governed by the current and future 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.

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

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

7.13 PAYMENT OF CITY MINIMUM WAGE.

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

PART VIII STANDARD FEDERAL PROVISIONS

8.01 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.

8.02 DEN SECURITY.

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

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

8.03 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. As applicable, Consultant shall comply with the Standard Federal Assurances identified in the Appendix.

8.04 GENERAL CIVIL RIGHTS PROVISION.

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

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

**PART IX
CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

A. This Agreement consists of Sections 1 through 10 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the “Contract Documents”):

- Appendix Standard Federal Assurances
- Exhibit A Scope of Work
- Exhibit B Key Personnel
- Exhibit C Insurance
- Exhibit D EDI Plan

B. In the event of an irreconcilable conflict between a provision of Sections 1 through 10 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
- Parts I through X
- Exhibit C
- Exhibit A
- Exhibit D
- Exhibit B

**PART X
CITY EXECUTION OF AGREEMENT**

10.01 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. The date reflected on the City’s signature page shall be the Effective Date of this Agreement. 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.

10.02 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-202262167-00
Contractor Name: GROUP14 ENGINEERING PBC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202262167-00
GROUP14 ENGINEERING PBC

By:  _____
006CF183CCC54CF...

Name: Laura Charlier
(please print)

Title: Secretary
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, 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 Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant 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 Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same

force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A

On-call Environmental and Sustainability Planning Scope of Work

Introduction

Denver International Airport (DEN) is responsible for developing, implementing, and improving systems that ensure the cost-effective achievement of all regulatory compliance requirements and sustainability goals. DEN is seeking a consultant to provide services using on-call task orders to help meet these requirements. The chosen consultant will be expected to have expertise with regulatory requirements from the following agencies:

- Federal Aviation Administration (FAA)
- Council of Environmental Quality (CEQ)
- Environmental Protection Agency (EPA)
- United States Army Corps of Engineers (USACE)
- Colorado Department of Public Health and Environment (CDPHE)
- Colorado Regional Air Quality Council (RAQC)
- Others

DEN's sustainability work may consider requirements from the following organizations:

- U.S. Green Building Council (USGBC)
- Institute for Sustainable Infrastructure
- Global Reporting Initiative (GRI) – Airport Operator Sector Supplement
- Airports Council International Airport Carbon Accreditation (ACI-ACA) Program
- City and County of Denver Office of Climate Action, Sustainability, and Resiliency (CASR)
- City and County of Denver Executive Orders
- DEN Strategic Plan
- Others

Examples of Expected Tasks

- I. **NEPA:** complying with the requirements of FAA Order 5050.4B – National Environmental Policy Act Implementing Instructions for Airport Actions.
 1. Categorical Exclusion (CatEx): Work consists of researching/preparing CatEx documentation for airport development projects pursuant to NEPA, CEQ regulations, and FAA Order 5050.4B. Specific work may include, but is not limited to:
 - a. Determine NEPA applicability for specific projects;
 - b. Research best practices, case studies, etc.;
 - c. Data collection from airport staff (IE. ALP, Master Plans, etc.), applicable agencies, and other sources as needed;
 - d. Performing applicable environmental analyses (IE. Air modeling and dispersion analyses, wetlands evaluation and delineation); and
 - e. Preparing CatEx submittals to FAA.

2. Environmental Assessments (EA): Work consists of researching/preparing EA documentation for airport development projects pursuant to NEPA, CEQ regulations, and FAA Order 5050.4B. Specific work may include, but is not limited to:
 - a. Determine NEPA applicability for specific projects;
 - b. Research best practices, case studies, etc.;
 - c. Data collection from airport staff (IE, ALP, Master Plans, etc.), applicable agencies, and other sources as needed;
 - d. Coordination with Federal, State, and Local agencies;
 - e. Preparing Purpose and Need statements;
 - f. Preparing Alternatives analyses;
 - g. Preparing affected environment and environmental consequences analyses for the following:
 - i. Noise;
 - ii. Compatible land use;
 - iii. Social impacts;
 - iv. Induced socioeconomic impacts;
 - v. Air quality;
 - vi. Water quality;
 - vii. US DOT Section 4(f);
 - viii. Historical, archaeological, architectural, and cultural resources;
 - ix. Biotic communities;
 - x. T&E species;
 - xi. Wetlands;
 - xii. Floodplains;
 - xiii. Coastal zones and coastal barriers;
 - xiv. Wild & Scenic rivers;
 - xv. Farmland;
 - xvi. Energy supply & natural resources;
 - xvii. Light emissions;
 - xviii. Solid waste;
 - xix. Construction impacts;
 - xx. Climate; and
 - xxi. Environmental Justice
 - h. Facilitating public hearings/meetings;
 - i. Supporting airport staff in addressing comments from both Federal agencies and/or the public.

II. Emissions:

1. Air Conformity Evaluations and Determinations: Evaluate projects for air conformity requirements for ozone non-attainment area, and PM and CO maintenance areas.
 - a. Data collection from airport staff, applicable agencies, and other sources as needed;
 - b. Estimate/calculate emissions from stationary/mobile sources using appropriate emission factors, emission models, etc.;

- c. Evaluate emissions relationship to State Implementation Plans (SIP);
 - d. Modeling emissions and dispersion; and
 - e. Preparing appropriate reports for submittal to applicable agencies.
 2. Emissions Estimates: Develop emissions estimates. Pollutants may include NAAQS, Greenhouse gasses, and visibility impairing pollutants. Services may include developing emissions inventories, forecasts, or savings estimates of direct and indirect emissions (Scopes 1, 2, and 3,) from a variety of sources including stationary and mobile sources associated with operational and construction aspects of airport operations. Work may include, but is not limited to:
 - a. Review of existing NAAQS inventories and airport emission budgets in current SIP;
 - b. Review of existing greenhouse gas inventories;
 - c. Gather, compile, and synthesize data for emissions estimates;
 - d. Estimate emissions using applicable tools/models;
 - e. Coordinate with Federal, State and Local agencies;
 - f. Prepare tracking tools and reports; and
 - g. Analyze, verify, and benchmark results, such as through verification and certification of GHG emissions through the ACI-ACA program.
 3. Emissions planning. Develop emissions plans that include forecasting emissions, developing alternatives, assessing control, and including cost/benefit analyses. An example includes a net zero emissions plan.
- III. **Environmental and Sustainability Grants:** Provide support for development of grant strategies, applications, and progress reports. This may include providing technical (e.g., emissions modeling), financial (e.g., cost benefit analyses) and administrative services for a variety of environmental and sustainability grants. Examples include.
 1. FAA Voluntary Airport Low Emission Program (VALE)
 2. FAA Zero Emissions Vehicle Program
 3. FAA Energy Efficiency Program
 4. FAA Environmental Mitigation Pilot Program
 5. CDPHE Recycling Resources Economic Opportunity Program
 6. CDPHE Front Range Waste Diversion Program
 7. Colorado and RAQC grants including Alt Fuels CO, Diesel Retrofit, Charge Ahead Colorado
- IV. **Green and Resilient Buildings and Infrastructure:** Provide services for planning studies, project implementation, and results tracking to support DEN in the design, construction, and operation of buildings and infrastructure that reduce or eliminate negative environmental impacts, create positive environmental impacts, and adapt to climate risks and vulnerabilities. Work may include, but is not limited to,
 1. Facility level planning, such as
 - a. Climate Adaptation Plan;
 - b. Net Zero Facilities Planning;
 - c. EV Master Plans;

- d. LEED Campus; and
- e. Sustainable Aviation Fuels Implementation Strategic planning.

2. Project level support. Supporting DEN in the application of established green building frameworks, such as Leadership in Energy and Environmental Design (LEED), and Envision, Work may include, but is not limited to:
 - a. Facilitation for integrated design meetings;
 - b. Project level gap analysis; and
 - c. Technical assistance for sustainable design, energy efficient technologies, commissioning, landscape management, and other green building disciplines.

V. Sustainability Business Frameworks and Support: Support DEN in the development of environmental and sustainability aspects of our business processes. Examples include.

1. Sustainable supply chain management
2. Sustainability Reporting:
 - a. Assistance with the development of data tracking protocols and a sustainability reporting structure that follows established and recognized frameworks
 - b. Development of corresponding website or interactive report for employees and stakeholders.

VI. Employee Training and Engagement:

1. Assist with the development and implementation of employee training and engagement initiatives including, but not limited to technical training, case study development, resource sheets, and recognition programs.

VII. Wetlands:

1. Wetlands permitting
2. Wetlands mapping
3. Wetlands Regional General Permit (RGP)

VIII. Other: The consultant will provide other services related to environmental planning and sustainability work as requested by the Project Manager (PM) and approved by separate task order. Such services may include preparation of briefings, reports, or exhibits; preparation of draft policies and regulations; review and preparation of comments on draft policies and regulations; PFAS transitioning; research; and coordination with regulatory agencies and other affected parties.



Exhibit B

Denver International Airport

AIM Development

Instructions

This page will be populated by DEN's Business Management Department. The Consultant doesn't need to enter any information.

Professional Services Agreements

Core Staff Rates

Contract Name:

Contract Number:



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport AIM Development Department is prohibited without expressed written permission from the company named above.

Revision June 2021



EXHIBIT B

Prime Consultant	Group14 Engineering, PBC
DEN Contract Number	202262167
DEN Contract Name	Environmental and Sustainability Planning
Project Name	
Project Number	N/A
MWBE / SBE Contractual Goal	25%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Constructor	MWBE / SBE Goal %
1	Group14 Engineering, PBC	Prime	25%
2	RS&H, Inc.	Sub-Constructor	0%
3	Synergy Consultants	Sub-Constructor	0%
4	RS&H, Inc.	Sub-Constructor	0%
5	Pinyon Environmental	Sub-Constructor	100%
6	HMMH	Sub-Constructor	0%
7	Enter Company Name		
8	Enter Company Name		
9	Enter Company Name		
10	Enter Company Name		
11	Enter Company Name		
12	Enter Company Name		
13	Enter Company Name		
14	Enter Company Name		
15	Enter Company Name		
16	Enter Company Name		
17	Enter Company Name		
18	Enter Company Name		
19	Enter Company Name		
20	Enter Company Name		
21	Enter Company Name		
22	Enter Company Name		

Instructions for the Header section

- Enter the company name of the Prime Consultant.
- Enter the contract number from the cover page.
- Enter the contract name from the cover page.
- Enter the title of the project if applicable. For on-call contracts enter N/A.
- Enter the project number if applicable. For on-call contracts enter N/A.
- Enter the MWBE / SBE provided by DSBO.

Instructions for the Consultant Listings

- Enter the company names of the prime and subconsultants.
- Enter information if the company is the prime consultant on the team or the subconsultant.
- Enter the percentage of the overall MWBE / SBE goal that the company will be responsible for.

Exhibit B is part of the future contract for this procurement. Please refrain from making change to the layout and format of this exhibit. Failure to do so may be grounds for disqualification of the submitted proposal.



EXHIBIT B

Prime Consultant	Group14 Engineering, PBC
DEN Contract Number	202262167
DEN Contract Name	Environmental and Sustainability Planning
Project Name	0
Project Number	N/A
MWBE / SBE Contractual Goal	25%

Core Staff Rates

Company Name	Prime / Sub-Contractor	Name	Position	Fully Burdened Rate
1	Group14 Engineering, PBC	Celeste Czizk	Project Manager Functional IV	\$240.00
2	Group14 Engineering, PBC	Laura Charlier	Project Manager Functional IV	\$240.00
3	Group14 Engineering, PBC	Matt Cooper	Project Manager Functional IV	\$240.00
4	Group14 Engineering, PBC	Michael Levinson	Project Manager Functional IV	\$240.00
5	Group14 Engineering, PBC	Alex Kosis	Engineer VII	\$203.00
6	Group14 Engineering, PBC	Nick Buike	Engineer VII	\$203.00
7	Group14 Engineering, PBC	Taylor Roberts	Engineer VII	\$203.00
8	Group14 Engineering, PBC	David Lawry	Engineer VI	\$187.00
9	Group14 Engineering, PBC	Scott Tonn	Engineer VI	\$187.00
10	Group14 Engineering, PBC	Anna McCullough	Engineer VI	\$187.00
11	Group14 Engineering, PBC	Bryce Buchanan	Engineer V	\$168.00
12	Group14 Engineering, PBC	Emily Rader-Neely	Engineer V	\$168.00
13	Group14 Engineering, PBC	Erik Swanton	Engineer V	\$168.00
14	Group14 Engineering, PBC	Grace Pederson	Engineer V	\$168.00
15	Group14 Engineering, PBC	Kate Dumez	Engineer V	\$168.00
16	Group14 Engineering, PBC	Laura Dyas	Engineer V	\$168.00
17	Group14 Engineering, PBC	Laura Unrein	Engineer V	\$168.00
18	Group14 Engineering, PBC	Lauren McNeill	Engineer V	\$168.00
19	Group14 Engineering, PBC	Rachelle Macur	Engineer V	\$168.00
20	Group14 Engineering, PBC	Shelia Gore	Contract Manager II	\$155.00
21	Group14 Engineering, PBC	Annie Kell	Engineer IV	\$155.00
22	Group14 Engineering, PBC	Holbrook Phelan	Engineer IV	\$155.00
23	Group14 Engineering, PBC	Kori Louvall	Engineer IV	\$155.00
24	Group14 Engineering, PBC	Michelle Sadeghy	Engineer IV	\$155.00
25	Group14 Engineering, PBC	Sarah Hong	Engineer IV	\$155.00
26	Group14 Engineering, PBC	Sonja Simpson	Engineer IV	\$155.00
27	Group14 Engineering, PBC	Elizabeth Coleman	Engineer III	\$140.00
28	Group14 Engineering, PBC	Farah Wissinger	Engineer III	\$140.00
29	Group14 Engineering, PBC	Josh Hathaway	Engineer III	\$140.00
30	Group14 Engineering, PBC	Michael Harris	Engineer III	\$140.00
31	Group14 Engineering, PBC	Pachia Moua	Engineer III	\$140.00
32	Group14 Engineering, PBC	Seth Hodsdon	Engineer III	\$140.00
33	Group14 Engineering, PBC	Tom Flanagan	Engineer III	\$140.00
34	Group14 Engineering, PBC	Natalie Weber Buike	Cost Manager II	\$126.00
35	Group14 Engineering, PBC	Katie Leiker	Engineer II	\$126.00
36	Group14 Engineering, PBC	Nicole Hlerton	Engineer II	\$126.00
37	Group14 Engineering, PBC	Ryan Mitchell	Engineer II	\$126.00
38	Group14 Engineering, PBC	Sade Odumuye	Engineer II	\$126.00
39	Group14 Engineering, PBC	Zach Taylor	Engineer II	\$126.00
40	Group14 Engineering, PBC	Adrian Odamitten	Engineer I	\$110.00
41	Group14 Engineering, PBC	Alec Holmstrom	Engineer I	\$110.00
42	Group14 Engineering, PBC	David Diaz	Engineer I	\$110.00
43	Group14 Engineering, PBC	Emily Schwartz	Engineer I	\$110.00
44	Group14 Engineering, PBC	Imani Garcia	Engineer I	\$110.00
45	Group14 Engineering, PBC	Jeremy Nielsen	Engineer I	\$110.00
46	Group14 Engineering, PBC	Kayli Skinner	Engineer I	\$110.00
47	Group14 Engineering, PBC	Kyle Zimbleman	Engineer I	\$110.00
48	Group14 Engineering, PBC	Louise Fonda	Engineer I	\$110.00
49	Group14 Engineering, PBC	Madi Gore	Engineer I	\$110.00
50	Group14 Engineering, PBC	Nick Engler	Engineer I	\$110.00
51	Group14 Engineering, PBC	Sadot Castaneda	Engineer I	\$110.00
52	Group14 Engineering, PBC	Sonja Adams	Engineer I	\$110.00
53	Group14 Engineering, PBC	Thea Diep Ton	Engineer I	\$110.00
54	Group14 Engineering, PBC	Matthew Williams	Engineer I	\$110.00
55	Group14 Engineering, PBC	Kate Herda	Cost Manager 1	\$110.00
56	Group14 Engineering, PBC			
57	Synergy Consultants	Mary L Vigilante	Project Manager Functional IV	\$300.00
58	RS&H, Inc.	Hannah Blaylock	Scientist 2	\$110.00
59	RS&H, Inc.	Julie Barrow	Scientist 5	\$270.00
60	RS&H, Inc.	Alex Byrum	Scientist 4	\$225.00
61	RS&H, Inc.	Nick Gentile	Engineer II	\$135.00
62	RS&H, Inc.	Courtney Gantt	Scientist 2	\$110.00
63	RS&H, Inc.	John Lengel Jr.	Engineer IX	\$390.00
64	RS&H, Inc.	Kate Lindekugel	Scientist 4	\$225.00
65	RS&H, Inc.	Dave Full	Scientist 5	\$475.00
66	RS&H, Inc.	Ben Moore	Scientist 4	\$225.00
67	RS&H, Inc.	Carson Murphy	Scientist 1	\$100.00
68	RS&H, Inc.	Rikki Scantlan	Scientist 3	\$145.00
69	RS&H, Inc.	Nathan Stinnette	Scientist 3	\$145.00
70	RS&H, Inc.	Jordan Singletary	Scientist 1	\$100.00
71	RS&H, Inc.	Lori Rowe	Contract Administrator II	\$95.00
72	RS&H, Inc.	Alex Phillipson	Scientist 2	\$110.00
73	RS&H, Inc.	Broutin Sherrill	Engineer IX	\$390.00
74	RS&H, Inc.	Alex McKean	Engineer VIII	\$360.00
75	Pinyon Environmental	Adamitis, Stan	Scientist 1	\$134.00
76	Pinyon Environmental	Bowes, Christina	Scientist 1	\$134.00
77	Pinyon Environmental	Burns, Benjamin	Scientist 2	\$145.00
78	Pinyon Environmental	Buscher, Lucas	Landscape Architect I (Entry Level)	\$134.00
79	Pinyon Environmental	Collins, Dustin	Scientist 4	\$219.00
80	Pinyon Environmental	Der Taveision, Anthony	Scientist 1	\$134.00
81	Pinyon Environmental	Dixon, Connor	Scientist 1	\$134.00
82	Pinyon Environmental	Dunn, Scott	Scientist 3	\$172.00
83	Pinyon Environmental	Epstein, Scott	Scientist 4	\$219.00
84	Pinyon Environmental	Fallon, Sean	Scientist 1	\$134.00
85	Pinyon Environmental	Fletcher, Mark	Scientist 1	\$134.00
86	Pinyon Environmental	Gilbert, Daniel	Scientist 1	\$134.00
87	Pinyon Environmental	Giles, Ashley	Scientist 1	\$134.00
88	Pinyon Environmental	Godwin, Arianne	Project Manager	\$182.00
89	Pinyon Environmental	Grenier, Tim	Project Manager	\$182.00
90	Pinyon Environmental	Hale, Jennifer	Scientist 3	\$172.00
91	Pinyon Environmental	Haraminac, Allison	Scientist 4	\$219.00

Instructions for the Header section

The header information is automatically populated from the data entered on the 'Company & Contract Information' tab

Instructions for the Core Staff Rates section

Select the company name from the drop down list
 Select prime / sub-consultant category from the drop down list
 Enter the name of the core staff member
 Select the position from the drop down list
 Enter the fully burdened rate (\$ per hour including all overhead, mark-up, profit etc.)

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92	Pinyon Environmental	Sub-Contractor	Henderson, Jeffrey	Scientist 1	\$134.00
93	Pinyon Environmental	Sub-Contractor	Hernandez, Rachel	Scientist 1	\$134.00
94	Pinyon Environmental	Sub-Contractor	Hill, Maxwell (Inge)	Engineer I	\$145.00
95	Pinyon Environmental	Sub-Contractor	Jennings, Daniel	Scientist 1	\$134.00
96	Pinyon Environmental	Sub-Contractor	Kennedy, Amy	Scientist 4	\$219.00
97	Pinyon Environmental	Sub-Contractor	Kurrie, Daniel	Scientist 1	\$134.00
98	Pinyon Environmental	Sub-Contractor	Marin, Michelle	Scientist 4	\$219.00
99	Pinyon Environmental	Sub-Contractor	Mauer, Jillian	Scientist 4	\$219.00
##	Pinyon Environmental	Sub-Contractor	McCarthy, Carol	Cost Engineer	\$106.00
##	Pinyon Environmental	Sub-Contractor	Mesaros, Kaitlin	Scientist 3	\$172.00
##	Pinyon Environmental	Sub-Contractor	Miller, Elisabeth	Scientist 2	\$145.00
##	Pinyon Environmental	Sub-Contractor	Paliwoda, Megan	Scientist 1	\$134.00
##	Pinyon Environmental	Sub-Contractor	Parr, Alexandra	Scientist 1	\$134.00
##	Pinyon Environmental	Sub-Contractor	Partington, Brian	Scientist 4	\$219.00
##	Pinyon Environmental	Sub-Contractor	Pastore, Stephanie	Cost Engineer	\$106.00
##	Pinyon Environmental	Sub-Contractor	Roberts-Niemann, Corine	Scientist 1	\$134.00
##	Pinyon Environmental	Sub-Contractor	Russell, Katie	Landscape Architect I (Entry Level)	\$134.00
##	Pinyon Environmental	Sub-Contractor	Santo, Matt	Scientist 3	\$172.00
##	Pinyon Environmental	Sub-Contractor	Shell, Sydney	Landscape Architect III	\$145.00
##	Pinyon Environmental	Sub-Contractor	Siegel, Matt	Contract Administrator II	\$112.00
##	Pinyon Environmental	Sub-Contractor	Spear, Taylor	Landscape Architect I (Entry Level)	\$134.00
##	Pinyon Environmental	Sub-Contractor	Wegener, Pamela	Scientist 1	\$134.00
##	Pinyon Environmental	Sub-Contractor	Weisshoff, Cameron	Scientist 1	\$134.00
##	Pinyon Environmental	Sub-Contractor	Weiss, Mary	Scientist 1	\$134.00
##	Pinyon Environmental	Sub-Contractor	Chase, Taylor	Scientist 2	\$134.00
##	HMMH	Sub-Contractor	Katherine Preston	Engineer IX	\$300.00
##	HMMH	Sub-Contractor	Sara Kaplan	Engineer VI	\$185.00
##	HMMH	Sub-Contractor	Alice Richard	Project Manager	\$230.00
##	HMMH	Sub-Contractor	Julia Nagy	Engineer IV	\$170.00
##	HMMH	Sub-Contractor	Trent Tougas	Engineer I	\$125.00
##	HMMH	Sub-Contractor	Erin Greenfield	Document Manager II	\$142.00
##	HMMH	Sub-Contractor	Tara Cruz	Engineer IV	\$170.00



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications / Role Description
Scheduling	Scheduler I	Level 1	Junior scheduler	Set up baseline schedules, progress updates against baseline, reporting support
	Scheduler II	Level 2	Mid-Level Scheduler	
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration
	Scheduler Manager	Level 4	Team Lead	
Cost Management	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against that baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
	Cost Manager III	Level 4	Team Lead Cost Management	
Risk Management	Risk Manager I	2 years	Junior Risk Engineer	
	Risk Manager II	2-5 years	Mid-Level Risk Manager	Update project risk registers, monitor contingency draw down on project and portfolio level
	Risk Manager III	5-10 Years	Senior Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio
	Risk Manager IV	10 - 20 Years or more	Team Lead Risk Management	
Document Management	Document Controller I	2 years	Junior Document Controller	
	Document Controller II	2-5 years	Mid-Level Document Controller	Provide document management services in line with DEN's processes
	Document Manager I	5-10 Years	Senior Document Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems
	Document Manager II	10 - 20 Years or more	Team Lead for Document Management	
Project Controls / Reporting	Project Controls Engineer I	2 years	Junior Project Controls Engineer	
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's
	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	
Contract Management	Contract Administrator I	2 years	Junior Contract Administrator	
	Contract Administrator II	2-5 years	Mid-Level Contract Administrator	Change order management compliance with contracts
	Contract Manager I	5-10 Years	Senior Contract Manager	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.
	Contract Manager II	10 - 20 Years or more	Team Lead Contract Management	
Estimating	Estimator I Civil	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Civil	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Civil	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Civil	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Structural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Structural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Structural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Architectural	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Architectural	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Architectural	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Electrical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Electrical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Electrical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Electrical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Mechanical	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Mechanical	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Mechanical	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
	Estimator I Plumbing	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator
	Estimator II Plumbing	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates
	Estimator III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations
	Estimating Manager Plumbing	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,
Estimator I Comms / IT	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator	
Estimator II Comms / IT	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates	
Estimator III Comms / IT	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations	
Estimating Manager Comms / IT	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,	
Estimator I Security	2 years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator	
Estimator II Security	2-5 years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates	
Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations	
Estimating Manager Security	10 - 20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations,	
Unifier Support	Technical Support I	2 years	Junior Technical Support Unifier	Unifier Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support Unifier	Unifier Certification Required
	Technical Support III	5-10 Years	Senior Technical Support Unifier	Unifier Certification Required
Unifier Development	Unifier Systems Developer I	2 years	Junior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer II	2-5 years	Mid-Level Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer III	5-10 Years or more	Senior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
Primavera P6 Support	Technical Support I	2 years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Analytics Development	Data Architect I	2 years	Junior Data Architect	Data Model, Data Mapping
	Data Architect II	2-5 years	Mid-Level Data Architect	Data Model, Data Mapping
	Data Architect III	5-10 Years	Senior Data Architect	Data Model, Data Mapping
	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping
	Data Analyst I	2 years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst IV	10 Years or more	Team Lead Data Analysts	Dashboard Development, Systems Integration
Project Management	Project Manager Functional II	2-5 years	Mid-Level Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional III	5-10 Years	Senior Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional IV	10 - 20 Years	Team Lead Project Manager / Principal	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
Architectural Design	Architect I	Level 1		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, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Development 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. Minimum of 1-year at preceding level required, 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 experienced architects using prescribed methods.

	Architect III	Level 2	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. Minimum of 1-year at preceding level required. 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.
	Architect IV	Level 3	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. Minimum of 2-years at preceding level required. Registration as a licensed architect is 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 architects or technicians on assigned work.
	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 a licensed architect is required. 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 the 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. Minimum of 4-years at preceding level required.
	Architect VI	Level 4	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 the 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. Minimum of 4-years at preceding level required.
	Architect VII	Level 4	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 the 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 narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5	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. Minimum of 4-years at preceding level required.
Surveying	Chain/Rod Technician Land Surveyor		Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew. Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys
	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)
Construction	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.
	Construction Coordinator		Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and
	Construction Manager		Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction
	Construction Representative		Ensures, through testing and observation, that the project construction complies with plans and specifications and that
	Field Engineer		Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on
	Field Superintendent		Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting
	Materials Manager		Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and
	Resident Construction Manager 1		Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site
	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
	Resident Engineer		Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This
	Senior Construction Manager		Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships
	Senior Construction Representative		This level has significant inspection experience with capability of handling large projects of moderate complexity and may
Engineering	Engineer I		Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in
	Engineer II		Continuing developmental level, performs standard engineering work requiring application of standard techniques and
	Engineer III		Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when
	Engineer IV		Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts
	Engineer V		Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes
	Engineer VI		Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering
	Engineer VII		Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company.
	Engineer VIII		Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of
	Engineer IX		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.
	Engineer 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.
	Engineer 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.
	Engineer 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.

	Engineer 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.
	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, electrotype, and tellurometer.
Interior Design	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.
	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.
	Interior Designer II	Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and 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.
	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.
	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. Works directly with clients on projects of any size.
	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.
	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.
Auditing	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.
	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.
	Laboratory Technician 1	Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.
	Laboratory Technician 2	Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3	Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4	Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6	Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.
Landscaping	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)
	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.
	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.
	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.
	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.

	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.
	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 may supervise lesser-experienced staff toward assigned project task completion.
Quality Control	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.
	Scientist 1	Entry level professional requiring Bachelor's Degree in Science 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 scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data.
Specialist Services	Scientist 2	Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree.
	Scientist 3	Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. 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. May supervise or coordinate work of technicians and be assisted by lower-level scientists.
	Scientist 4	Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. 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 small staff of scientists and technicians on project basis.
	Scientist 5	Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks. Requires sufficient breadth of knowledge and Scientist 4 work experience to have achieved a position of identifiable expertise within organization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor or specialized outside-authority concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) In supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervises small staff (2-5) of Scientists 1- 4 and technicians on project basis; 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures.



EXHIBIT B

Level Name	Level Description
Level 1, 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 2, 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 3, 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 4, 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 5, 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.

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: khurram.qadri@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability:

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

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

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

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

F. Waiver of Subrogation

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

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.

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

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management.



1325 East 16th Avenue
Denver, CO 80218
(303) 861-2070
group14eng.com

202262167 - DEN On Call Environmental & Sustainability Planning EDI Plan

Denver, CO

August 1, 2022





MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)

Diversity, equity, and inclusion are foundational principles, central to the fulfillment of Group14 Engineering's mission and vision. Group14 Engineering is a certified women business enterprise (WBE) with the City and County of Denver, as well as a certified Women's Business Enterprise (WBE) with the Women's Business Enterprise National Council. The firm is also a registered small business enterprise (SBE) and disadvantaged business enterprise (DBE) with the City and County of Denver.

Group14 will serve as the prime contractor, and we have teamed with Pinyon Environmental, Inc., who is also a certified MWBE with Denver, to lead the Environmental Planning effort. We are supported by larger, more experienced firms, RS&H and HMMH, who will also mentor us through this endeavor. Finally, Synergy Consultants, a certified WBE under WBENC, will bring their expertise in NEPA and Emissions related compliance. This team will easily exceed the minimum 15% MWBE requirement.

A. Key Personnel

- a. B2GNow User: Nora McAlvanah, Marketing Coordinator, nmcalvanah@group14eng.com, 720.345.7485. EDI Role: Certification and registrations
- b. Project Manager(s): Sade Odumuye, Energy Engineer, sodumuye@group14eng.com, 303.597.5513, EDI Role: JEDI manager (training/education, development of underrepresented people in our field)
- c. Controller: Natalie Weber, Finance Manager, nweber@group14eng.com, 720.934.0856. EDI Role: Accounts payable and accounts receivable
- d. Superintendent: Laura Charlier, Principal/Sustainability Services Director, lcharlier@group14eng.com, 303.861.2070, EDI Role: EOO
- e. Outreach/Community Engagement Coordinator: Madi Gore, Business Development Coordinator, mgore@group14eng.com, 303.597.5511, EDI Role: Partnerships and recruitment

B. MWBE Utilization Strategies

As is DEN'S intent, this pursuit is an ideal opportunity to have an MWBE serve as prime with support from other MWBEs and larger firms. Group14's minimum MWBE commitment for this project is 25% which will be met with Group14 serving as the Prime and leading the Sustainability Planning. We anticipate a higher percentage will be met between Group14 and Pinyon, an MBE, who will lead the Environmental Planning portion. Group14 and Pinyon will be supported by RS&H and HMMH, who have aviation environmental/sustainability planning experience. In addition, Synergy, a women-owned small business certified by WBENC, will support emissions planning.

Group14 is committed to increasing partnerships with MWBE businesses and will source additional work under this contract with MWBE who have the necessary expertise.

C. Technical Assistance & Support Services

Prompt Payment: As a small business, Group14 understands that one of the biggest challenges that disproportionately affects small and disadvantaged businesses is cash flow. All approved invoices shall be paid within 35 days. Natlie Weber Buike, Group14's Financial Manager, will review invoices and respond to any discrepancies within 14 days with the support of our Shelia Gore, Operations Manager and Kate Herda, Office Administrator.



Mentoring and Workforce Development: As an SBE and a MWBE, we have invested in cooperative programs that encourage diversity in our field. This includes partnerships with local colleges and universities to encourage underrepresented students to pursue engineering and environmental careers. Many of our staff members are involved in organizations like the Louis Stokes Alliance for Minority Participation (LSAMP), a program that aims to support inclusion and diversity in STEM. Through the Denver Scholarship Foundation (DSF), Group14 has an annual scholarship for minority students, many of whom intern at Group 14. Students that receive LSAMP and DSF support and scholarships attend various Colleges and Universities in Colorado (i.e. University of Colorado Denver, CU Boulder, Metropolitan State University)

D. Procurement Process

As a small business ourselves, we're in a unique position to understand the barriers that similar firms face in taking advantage of procurement and contracting opportunities. Our process is as follows:

- Attend events and bid openings to identify other MWBE firms that are a good fit for the work
- Reach out to qualified firms for confirmation of interest. We
- Utilize resources such as Colorado Office of Economic Development and International Trade's Minority Business Office Business Directory to assist with identifying diverse businesses that are registered as SBE, WBE, MBE, and EBEs.

E. Communication and Vendor Management

We use the same strategy for project management and communication with MWBE subcontractors as we do with non-MWBE subcontractors. We make sure vendors understand project expectations for reporting, communicating and meeting deadlines, including how to provide monthly reports, invoices, and data. Regular meetings (typically weekly) are held throughout the project to communicate expectations and deadlines. Calendar invites are used to indicate deliverable deadlines and Project Managers are the primary conveyors of information. A project contact list of all team members is compiled and distributed at project kick-off.

Effective project managers are an essential component to subcontractor success and our project management process involves communication, monitoring and feedback. Finally, we believe inclusive teams are characterized by open communication and transparency, which is at the core of our process when working with both our clients and subcontractors.

Group14 monitors MWBE commitment from the onset of the project using our Project Management Tool (PM Tool) and spreadsheet tracking by our contract manager, cost manager and admin support staff. With Group14 being the Prime and a MWBE, we anticipate that we will easily meet the 15% goal asked for under this contract and are targeting a minimum of 25%. The participation percentage will be closely monitored, and if we find we are behind we will take action to adjust however we can by shifting scope or adding subs to ensure we hit the 15% MWBE requirement at a minimum.

F. Past Performance

Group14 promotes equity, diversity, and inclusion both internally and externally in variety of ways, including:

Racial Justice Programs: Group14's staff-led Justice, Equity, Diversity and Inclusion ("JEDI") committee, was formally established in 2020 to provide a focused effort towards addressing racial justice. The committee guides the firm's efforts to apply diversity as a core principle throughout our



corporate culture. It's also the committee's responsibility to research and delegate JEDI-focused charitable giving allocations to support non-profit organizations devoted to racial equity. In 2021, Group14 supported the following programs:

- Colorado Criminal Justice Reform Coalition (CCJRC): CCJRC is a non-profit whose mission is to eliminate the overuse of the criminal justice system and advance community health and safety.
- The Black Resilience in Colorado (BRIC) Grants: This program directs resources to address systemic racism and its impact on Black communities across the Metro Denver region.
- LSAMP-Metro Denver STEM Alliance: This organization serves underrepresented minority students interested in STEM fields through advising, mentorship, campus resources, college and industry visits, research opportunities, and internships.

Scholarships/Mentorship: We work with organizations like the Denver Scholarship Fund (DSF) to provide industry exposure and mentorship to minority students. Group14 has partnered with DSF since 2019 to help minority and women Denver Public Schools graduates seeking degrees in engineering and/or environmental sciences through an annual scholarship of \$10,000. Some of the scholars have had summer internships with us as well.

Memberships and Certifications: To demonstrate our commitment to social justice and equity issues, Group14 is a JUST labeled organization. JUST is a detailed framework for organizations to evaluate themselves in areas of diversity & inclusion, equity, employee health, employee benefits, stewardship, and local sourcing/purchasing.

Group14 is proud to be a Certified B Corporation. This prestigious designation is awarded to companies that use the power of business to solve social and environmental problems. BCorps must meet high standards of social performance, transparency and accountability. Group14 has earned "Best of the World" status every year since 2016.

Our firm is a member of B:Civic Colorado, a force of local business leaders who are "passionate about giving back" to the community. In 2021, we were named a Civic 50 Colorado, which recognized Group14 as one of the most community-minded companies in Colorado—determined by an independently administered and scored survey.

Promoting the Growth & Success of MWBE Businesses: We make good faith efforts to utilize MWBE vendors whenever possible. For example, our promotional apparel vendor is DK Promotions Colorado, a minority-owned, DBE. We also use Digital Frontier, an SBE/WBE, for all our printed marketing collateral. Additional details related to this question, including our involvement in the community, can be found in the next section.

G. Proposer's Culture

EDI is a central tenet of our business and is demonstrated by the following:

Charitable Giving: Group14 recognizes that our firm can achieve a positive social impact through the strategic and generous use of finances. As a direct demonstration of this we give at least 5% of our annual profits to charity. Our guiding principles for company-directed giving are outline by the following criteria and goals:

- Reduce impact on environment and support Group14's mission.



- Address Justice, Equity, Diversity, and Inclusion with emphasis on developing a more diverse workforce within the building sustainability and energy fields.
- Provide a local impact with a focus on Colorado and preference for Denver organizations who support low-income people and improve our community.

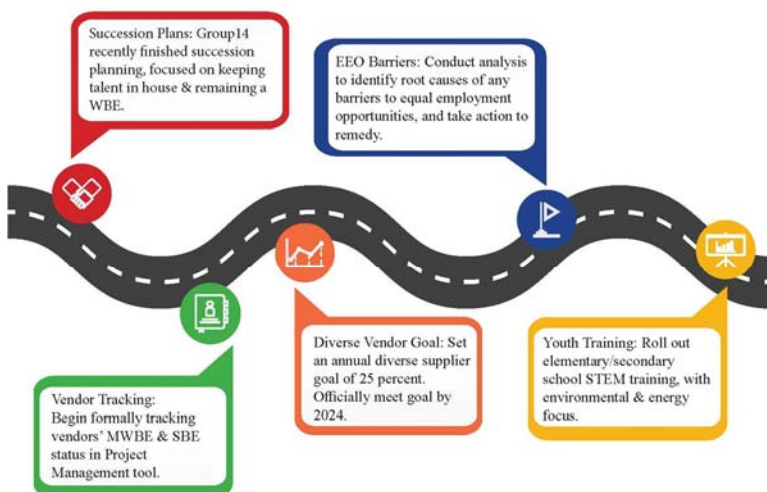
Volunteerism & Community Involvement: Group14 impacts positive social change in our community through volunteering, covering 16 hours of paid time each year for employees to dedicate to a cause of their choice. Our team is also heavily involved with the Delores Project, a Denver organization which provides shelter and services for women and transgender individuals experience homelessness. As a company, Group14 organizes a monthly meal preparation which facilitates a consistently formatted and easily accessible volunteer opportunity for employees.

Education and Training: Our JEDI committee organizes regular trainings around structural racism, unconscious bias and other equity issues. In the last year, we've held trainings on the following topics: Preventing Discrimination and Sexual Harassment, Gender Identity, the Impact of Unconscious Bias, Multi-Generational Workforce & Ageism, Cross Cultural Awareness, and Microaggressions.

Hiring Practices: Group14 has a goal of recruiting and retaining a diverse workforce. Steps we've taken so far to achieve this include: Identifying resources and developing partnerships for diverse recruiting; Posting job descriptions with equity and inclusion in mind; and Developing diverse interview panel guidance, and whenever possible involving a member of the JEDI team in the candidate selection process.

Subconsultant Partnerships: As noted in Section F, we utilize certified MWBEs for a variety of business needs. We also partner regularly with firms like Workshop8, a local MWBE and SBE, on affordable housing projects.


H. Future Initiatives





I. Signature

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, Group 14 Engineering shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by Group 14 Engineering and approved by DSBO, beginning in July of 2023 or at the request of DSBO

 Digitally signed by Laura Charlier,
 Secretary/CPO
 DN: C=US,
 E=lcharlier@group14eng.com,
 O="Group14 Engineering, PBC",
 CN="Laura Charlier, Secretary/CPO"
 Date: 2022.08.13 07:29:13-06'00'

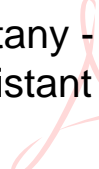
8/12/2022

Signature

Date

Laura Charlier, Group14 Engineering, PBC

Name and Company (Printed)

 Digitally signed by
 Eroen, Brittany - DSBO
 Assistant Director
 Date: 2022.08.15
 10:45:11 -06'00'

Signature

Date

Name and Company (Printed)