

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 **BROWN & CALDWELL, INC.**, a corporation organized under the laws of the state of **California** and authorized to do business in Colorado (the “Consultant”) (collectively “Parties”).

WITNESSETH:

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

WHEREAS, City desires to obtain on-call professional consultants(s) to provide overall project governance and direction, including advising the City on short-term and long-term environmental restoration strategies based on an understanding of circumstances, risks, and opportunities; and

WHEREAS, City has undertaken a competitive process (through RFP No. 202472361-00) 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 Environmental Restoration Program Management 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

1.01 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 SVP, and/or their designated Project Manager, from time to time and as described in the attached *Exhibit A* ("Scope of Work") in accordance with schedules and budgets set by City.

B. Task Orders. The Project Manager will issue particular projects under this agreement ("Task Orders"). The terms of each Task Order shall include but are not limited to schedule, staffing, and pricing, including subconsultant work if applicable. 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 SVP or their designated Project Manager, and signed by Consultant, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

C. 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 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 subconsultants, the City and the City's consultants, and all of their respective suppliers and subconsultants 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 Part II, 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 subconsultants, 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 SVP or their authorized Project Manager.

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. Key personnel are associated with rates in Exhibit C. Promotions or

modifications to rate of Key Personnel must be approved by Project Manager prior to any change that may result in increase to any rates. Notwithstanding the foregoing, any such increase to rates may only occur in connection with any general rate increases described in section 4.05. The Project Manager may, in their discretion, request resumes for reassignment of personnel.

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 SUBCONSULTANTS.

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

B. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against 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 SVP or their designated Project Manager shall have the right to reject any proposed outside subconsultant for this work deemed by the SVP or their designated Project Manager, in the SVP or their designated Project Manager's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVP or their designated Project Manager shall have the right to limit the number of outside subconsultants or to limit the percentage of work to be performed by them, all in the SVP or their designated Project Manager's sole and absolute discretion.

D. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subconsultants in a timely fashion. A payment is timely if it is mailed to the subconsultant no later

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

2.06 OWNERSHIP AND DELIVERABLES.

A. 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 at the end of Ten (10) years from the Effective Date, unless sooner terminated in accordance with the terms stated herein ("Expiration Date").

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the SVP or their designated Project Manager, 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 SVP or their designated Project Manager.

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 terminate this Agreement for cause with ten (10) days' prior written notice to Consultant if Consultant fails to commence remedying its defective performance in accordance with Subsection D, Opportunity to Cure, below.

D. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 3.02.C.2., Consultant shall have forty-eight (48) hours 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 SVP or their designated Project Manager prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within forty-five (45) 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 Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) (“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.

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 monthly 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, in accordance with *Exhibit C*, and this Section 4.03. 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 reasonable 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.
7. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
8. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, are reasonable, and Consultant receives prior written approval of the Project Manager.

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.

A. 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 SVP or their designated Project Manager, to pay fees for additional and related services rendered by Consultant in any other services if in the SVP or their designated Project Manager, such fees are reasonable and appropriate and provides written approval of the expenditure.

4.05 FEE

A. Initial individual hourly rates and charges, including any applicable multiplier, are set forth in *Exhibit C*. The Project Manager, in their sole discretion, may annually adjust the rates assigned to personnel as described in Section 2.04, hourly rates, subconsultant rates, and/or any multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. No such adjustments shall exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics, or five percent (5%), whichever is lower.

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 D* 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 ACORD 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 its insurance broker confirming the authority of the broker or agent to bind the policies identified on the certificate and confirming that the premiums have been paid.

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

A. 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 Parties' right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

PART VI GENERAL TERMS AND CONDITIONS

6.01 STATUS OF CONSULTANT.

A. It is agreed and understood by and between the Parties hereto that the status of Consultant shall be an independent consultant 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.

A. 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.

A. All of the work performed under this Agreement by Consultant and subconsultants 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, including all Environmental Requirements.

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:

Joe Seracuse
Brown & Caldwell, Inc.
1527 Cole Blvd., Suite 300
Lakewood, CO 80401
Jseracuse@brwncald.com

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.

A. 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.

A. 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.

A. 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 CONSULTANTS.

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

B. Consultant shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other consultants; provided consultant can invoice any additional cost as a result of conditions caused by other consultants. The City will decide the respective rights of the various consultants in order to secure the completion of the work.

6.10 INUREMENT.

A. 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.

A. 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.

A. 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; provided such verification is consistent with the Standard of Care.

6.13 SEVERABILITY.

A. 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.

A. 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; water and air quality regulations; Centralized Waste Treatment Regulations; and DEN Rules and Regulations, including applicable Environmental Guidelines developed for DEN's Environmental Management System ("EMS"), as summarized in DEN Rules and Regulations Part 180. Documentation of any required training by the DEN EMS may be requested by the City.

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. It is understood and agreed that Consultant shall not be deemed to be, and is not responsible as an owner, operator, generator, transporter, arranger, or other "person" as described in any Act, rules or regulations.

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 attributable to the negligence or fault of Consultant.

6.16 NON-EXCLUSIVE RIGHTS.

A. 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 subconsultants or suppliers.

7.02 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS.

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance"), and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 6 %. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit E** ("EDI Plan") and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-63.

B. Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through

contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Consultant acknowledges that:

1. If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the 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 requirement. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original overall contract requirement. The Consultant shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subconsultant's invoice.
6. Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
7. Should any questions arise regarding specific circumstances, the Consultant should

consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

7.03 NO DISCRIMINATION IN EMPLOYMENT.

A. In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or 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. The Consultant shall insert the foregoing provision in all subcontracts.

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 date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Consultant shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered. Date of bid or proposal issuance was advertised: **February 6, 2024.**

1. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
2. Consultant shall provide the Auditor with a list of all subconsultants 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.

A. 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 AND AUDITS.

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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties 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.

A. 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.

A. 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, subconsultants, principals,

or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of 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 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.

C. 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.

D. 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 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.

7.12 COMPLIANCE WITH DENVER WAGE LAWS.

A. To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.

A. 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, subconsultants, and those under its control, will comply with safety, operational, or security measures required of Consultant or City by the FAA or Transportation Security Administration ("TSA"). If Consultant, its officers, authorized officials, employees, agents, subconsultants 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.

A. 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 1.

8.04 GENERAL CIVIL RIGHTS PROVISION.

A. 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 Consultant and subtier consultants 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**

9.01 ATTACHMENTS.

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 1 Standard Federal Assurances
- Exhibit A Scope of Work
- Exhibit B Key Personnel
- Exhibit C Scheduling, Progress Reporting, Invoicing, and Rates
- Exhibit D Certificate of Insurance
- Exhibit E EDI Plan

9.02 ORDER OF PRECEDENCE.

A. 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 1
- Sections 1 through 10
- Exhibit A
- Exhibit D
- Exhibit C
- Exhibit E
- Exhibit B

**PART X
CITY EXECUTION OF AGREEMENT**

10.01 CITY EXECUTION.

A. 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.

A. 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-202472361-[[This Amendment Number]]
Contractor Name: BROWN & CALDWELL

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: PLANE-202472361-[[This Amendment Number]]
Contractor Name: BROWN & CALDWELL

Signed by:
By: 
E7E939FC61FA415...

Name: Joseph Seracuse
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor 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). Contractor must address any

claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A

Environmental Restoration Program Management SOW

Scope of Services:

The City and County of Denver Department of Aviation (Aviation) is undergoing a 10-year program to characterize, and when needed, remediate environmental media that have potentially been impacted by historic pollutant releases. Aviation is seeking a contractor to provide program management services to assist in managing environmental restoration projects associated with this program. Aviation intends to engage in separate contracts for site characterization and site remediation. This Contractor will report to the Aviation Program Manager, and oversee and direct the project team including assigned Denver and contract personnel. The program will include at a minimum, implementation of the PFAS Voluntary Cleanup Program (VCUP) for Denver International Airport (DEN) overseen by the Colorado Department of Public Health & Environment (CDPHE) and the investigation, and remediation of closed oil and gas production sites at DEN overseen by the Colorado Energy and Carbon Management Commission (ECMC). The program may also include database maintenance to track and store sampling data. Other projects may be added to this program as needed. Work will be authorized on a Task Order basis under this contract.

Responsibilities may include, but will not be limited to, overall project governance and direction, including advising Aviation on short term and long-term environmental restoration strategies based on an understanding of circumstances, risks, and opportunities. Project based duties are expected to include developing a project plan, charter, oversight structure, and conducting day to day project management such as facilitating and measuring effective team integration, course correction, and making recommendations on adjustments to project schedules and budget amounts. The Contractor shall ensure that all applicable standards and requirements are followed and applied to projects. The Contractor shall furnish environmental, engineering, scientific or other necessary services (including furnishing all labor and tools, supplies, equipment, oversight, superintendence, materials and everything necessary for and required to perform and complete the services). Examples of specific tasks that may be authorized under this contract include owners advisement, project plan development including concept level site characterization and site remediation approaches, field oversight of site characterization and site remediation activities, communication with regulatory agencies, development and maintenance of a geospatial database (compatible with Aviation's geospatial database) of environmental sampling results, representation of Aviation with regulatory agencies and other external stakeholders, preparation of grant applications and fund procurement assistance, invoice receipt and tracking for other contracts assigned to this program, and other tasks as needed.

Examples of Expected Tasks

- Identifying and assessing the need for environmental investigations, including activities such as:
 - Phase I Environmental Site Assessments
 - Preliminary assessments
 - Field investigations
 - Records review or other due diligence
- Phasing and planning site investigation projects under DEN's PFAS VCUP. These projects may include:

EXHIBIT A

- Development and maintenance of a comprehensive conceptual site model (CSM) to aid and document site characterization and remediation decisions throughout the life of the restoration program. The CSM should be illustrative of the physical, chemical, and biological processes that control the transport, migration, and potential impacts of contamination to human and ecological receptors.
- A Sitewide Groundwater Characterization to investigate PFAS in the groundwater at DEN. This project may include up to 260 screening borings, up to 65 groundwater monitoring wells, and long-term groundwater monitoring to assess groundwater quality and contaminant mobility on the DEN property shown in Exhibit D.
- A Sitewide Surface Water and Stormwater Characterization to investigate PFAS in surface water and relative potential contributions of PFAS in stormwater runoff and groundwater.
- Investigation of Recognized Environmental Conditions (RECs) for PFAS, as shown in Exhibit D. 66 RECs have been previously identified, and future investigations may identify more RECs that require investigation and/or remediation.
- Remediation of RECs to CDPHE standards if remediation is found to be necessary. Work may include REC-specific development and implementation of remediation plans with confirmation sampling where necessary. Remediation could include long-term implementation of remedial solutions and/or monitoring of environmental conditions.
- Phasing and planning site investigation and remediation of closed oil and gas production sites. These projects may include remediation of approximately 10 sites identified as being impacted by oil and gas production activities.
- Project administrative procedures including project coordination and development, and progress reporting. General contract administrative support in the form of staffing and personnel experienced in the administration of public sector contracts, as needed.
- Field oversight of site investigation and remediation work conducted for DEN by other contractors for the projects listed above, and other projects as needed.
- Field oversight of stormwater sampling.
- Maintenance of a database of PFAS sampling results, including soil, groundwater, stormwater, and surface water sampling, compatible with DEN's environmental database, which may be on the EarthSoft EQUIS platform, and DEN's geospatial gateway, which is on the ESRI ArcGIS platform.
- Receipt of sampling results from laboratories/compile sampling results and submitting materials to CDPHE and other local, state, and federal agencies.
- Regular communication with regulatory agencies with regards to environmental investigation and remediation projects.
- Preparation of grant applications and fund procurement assistance.
- Invoice receipt and tracking for other contracts.
- Other tasks as needed.

Contractor Performance:

The Contractor, in conducting any activity on DEN property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In

EXHIBIT A

addition, these Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Guidelines and DEN's Environmental Policy are available at <https://www.flydenver.com/business-and-community/sustainability>). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors, providing products, goods, and/or services on behalf of DEN must be aware of the DEN Environmental Policy, significant environmental aspects, and which of these aspects are relevant to the activities conducted by the entity.

The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

The DEN program manager or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the DEN program manager or his/her authorized representative, performance becomes unsatisfactory; the City shall notify the Contractor of the deficiencies in writing. The Contractor will have 24 hours from the time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from job sites. Disposal of contractor waste materials in the City's containers or anywhere on DEN property is prohibited unless prior permission has been granted.

Service Requirements:

The Contractor shall provide all personnel assigned to this contract, vehicles, equipment, tools, materials, supervision, all service items, and escorting necessary to perform required tasking.

Regular service hours are between the hours of 9:00 AM and 5:00 PM excluding Saturdays, Sundays, and Federal Holidays. However, work can be scheduled at any time per direction of the DEN contract administrator at the Regular Service Rates.

Annually, the Contractor shall furnish to the DEN program manager reports showing a summary of the services for the previous contract year, detailing:

- Total hours and total dollars billed.
- An updated emergency contact list, including subcontractors.

EXHIBIT A

- Required training documentation as required by the DEN Environmental Management System (EMS).

The City reserves the right to request additional information, if required, when reviewing contract activity.

The Contractor and Subcontractors will be required to attend a kick-off meeting prior to the initiation of any work. The Contractor and Subcontractors will be required to attend meetings at the request of the DEN program manager at any time during the term of this agreement.

The Contractor's representative is responsible for having the proper identification at all times. The Contractor and any subcontractors are responsible for obtaining DEN badges for site personnel at no expense to the City. In addition, if badges are lost or misplaced the Contractor or subcontractor is responsible for replacement. Proper ID is to be worn on the outside garment or in compliance with DEN Badge requirements. Failure to do so may result in the Contractor being prohibited from performing the required services.

EXHIBIT B

KEY PERSONNEL

202472361: BROWN & CALDWELL

Environmental Restoration Program Management

**Incorporated by Reference as found in File #20240104
at the Denver Office of the Clerk and Recorder**

▶ Proposed Work Plan and Approach

SECTION 4

- ▶ Environmental Leadership
- ▶ Responsible Growth
- ▶ Operational Excellence



Section 4: Proposed Work Plan and Approach

Implementing the VCUP and closure of oil and gas sites at one of the world's busiest airports requires a balance between dynamic business drivers and prioritizing protection of human health and the environment.

DEN has initiated a multi-year VCUP that seeks to address the clean-up of contaminants, including PFAS, and the responsible management of closed oil and gas wells on its property. BC seeks to serve as the Program Management partner in implementing this Program, which includes characterization and, as necessary, remediation of on-site environmental media. This work must be performed to support airport expansion for DEN's Vision 100 and Operation 2045 strategic plans. It is expected to cost-effectively protect human health and the environment with minimal impact to DEN's operations and the operations of DEN's business partners. To do so, BC has developed an approach that focuses on the following objectives for DEN, which we will highlight throughout this section:

- ▶ **Environmental Leadership**
- ▶ **Responsible Growth**
- ▶ **Operational Excellence**

To drive success in these three areas, BC will leverage a highly qualified Program Manager to implement a holistic Program Management approach consisting of single-event activities, ongoing activities, and program administration and communication activities. We will also implement a "fast start" approach that will set the Program up for success and drive schedule compliance for the long-term success. Finally, we will leverage tools and best practices that will help us coordinate effectively with other entities and consultants engaged in this Program or other work that could be impacted by this Program.

Program Manager

High-performing program management starts with clear communications and expectations. **Program Manager Andrew Safulko** will communicate proactively and regularly with DEN, the BC team, DEN's Characterization and Remediation contractors, CDPHE, ECMC, and DEN's business partners. Andrew is an established leader and a PFAS subject matter specialist who employs a flexible, people-focused approach to understanding stakeholder interests, identifying problems, building consensus, and implementing solutions. He will have an eye on the big picture to effectively manage the details that will support DEN's success over the course of the Program.

Andrew will be responsible for overall contract and deliverables management and will be the primary day-to-day contact for DEN. He has the full support **Principal-in-Charge Joe Seracuse** who will uphold and enhance Program delivery and regulatory strategies and confirm that proper resources and talent are immediately available.

Andrew will work closely with **Program Advisors Jerry Johnson and Greg Mathews**, who both have extensive program management experience in leading large programs like DEN's. As an example, Jerry has managed numerous characterization and remediation projects in Colorado, including at SIA, Buckley Air Force Base, and Rocky Mountain Arsenal. They will have access to senior planners and cost analysts to help administer scheduling, cost control, risk analysis, change management, cash flow, expenditure updates, and monthly reporting for the Program, including DEN's Characterization and Remediation contractors. Both actual accruals and forecasts will be provided in the monthly reporting.

Exhibit C

Program Management and Organizational Approaches and Coordinating Work with Other Entities

Single Event Activities

The following are “single-event” activities that will be done during Program set-up. They may be revisited as Program needs evolve, but they will be critical to integrating scope of work elements into a seamless plan that drives quality, cost effectiveness, and schedule.

1. Schedule Preparation. In coordination with DEN, BC will develop a Program schedule for the VCUP. The BC team will integrate existing scope of work items into a master schedule that takes all aspects and of the Program into account. The schedule can be updated as scope items or Program needs evolve.
2. Risk Management. BC will develop a Program risk register that will include methods for mitigation or eliminating potential risk items.
3. Validation of Existing Cost Estimates. BC will review and validate existing cost estimates. This will include evaluating estimates related to characterization, possible remediation, and other site activities. Contingency costs will be considered based on the potentials risks associated with the Program and the potential for market fluctuations.
4. Technical Review. BC can provide as-requested technical reviews, if needed, for the purpose of leveraging work completed prior to the start of this Program.
5. Program Management Plan (PMP) Development. This plan will reflect processes and project execution approaches essential to DEN.
6. Method Planning Execution. BC will work with DEN on contracting strategies that support successful delivery of the Program.
7. Permitting and Regulatory Review. BC will review required permits and agreements related to the VCUP. Critical dates and requirements will be incorporated into the Program-level schedule.

Keeping Quality a Top Priority

Andrew will work with **Quality Control Lead Maria Megehee** to develop the Program’s quality management plan (QMP), including the selection and implementation of a Program controls system that is easy yet effective to use. Maria will also oversee a disciplined team of quality management and technical specialists to monitor and track Program performance related to laboratory data collection and results.

Maria has decades of experience in overseeing the implementation and quality delivery of Characterization and Remediation projects, including recent experience with PFAS-impacted soil and groundwater for a confidential client at the Long Beach airport. Maria also recently updated BC’s corporate quality management plan that included a rigorous review of BC’s standard practices to confirm quality is planned, budgeted, executed, and documented into our work. Effective QA/QC will help maintain both stakeholder confidence in the Program and deadline compliance.

Ongoing Activities

BC will provide support to DEN with a variety of ongoing activities over the course of the Program. From a program management perspective, the following ongoing activities will be critical:

1. Conduct Regular Program Progress Meetings. BC will facilitate regular progress meetings with key stakeholders to provide Program updates and current priority items. Topics will include the coordination of various consultants or contractors involved in the Program or otherwise impacted by it. Contractors and consultants outside of BC will be included when appropriate.
2. Track and Communicate Program Status. BC will track the status of issues related to the technical, scope, schedule, safety, and budgetary needs of the Program. Updates will be communicated to DEN during recurring meetings and through a monthly update report.

Exhibit C

3. Maintain the Program Risk Register. As the Program evolves, the risk register will be updated, including the revision of risk elimination and risk mitigation strategies.
4. Monitor, Report, and Impact Performance. Key Performance Indicators (KPIs) will be identified in the PMP. These will include metrics related to safety, cost, schedule, and other KPIs determined in partnership with DEN. BC will track progress against these metrics, report performance to DEN on a regular basis, and develop plans to positively impact performance when necessary. Tracking KPIs will be integrated with the technical needs of the Program. This integration of technical information and programmatic management controls will allow DEN to accurately forecast future costs and timelines as new data is acquired.

Program Administration, Communication, and Coordinating Work with Other Entities

Program administration is critical to program management and will include tasks such as document transmittal and tracking, scheduling updates, invoicing and accounting, and QA/QC reviews. BC team members focused on project administration will also drive focus on meaningful engagement of MWBEs that achieves Program MWBE engagement goals. We will be focused on meeting BC’s commitments and helping other consultants and contractors engaged in the Program meet the overall Program commitments.

To keep all Program team members moving forward in an integrated manner, Andrew will facilitate clear, productive meetings (mostly in-person—virtually when appropriate).

Maintaining an Integrated Schedule

DEN’s operations and business partners require timely actions, and the airline business demands schedule milestones be met. As a key element of our Program Management role, BC will prepare and manage an integrated master schedule to which other contractors will contribute. The schedule will be updated routinely, and updates will consider changing airport operations schedules, as well changes related to the Program.

We commonly use Primavera P6 to develop a cost-loaded master schedule using the critical path method (CPM). We propose requiring the Site Characterization and Remediation contractors develop and submit cost-loaded schedules that comply with program-specific standards for integration into the master schedule. This will drive accuracy for critical schedule and budget reviews at the programmatic level.

If beneficial to DEN, Andrew is committed to co-locating with DEN staff at the airport during the initial stages of the Program to enhance communication and strategy development.

Andrew and the team will use the PMP, decision logs, and other team communications to proactively communicate with DEN and other stakeholders.

Andrew will coordinate daily team effectiveness check-ins. These will leverage group Microsoft Teams chats that are closely scripted and monitored to protect confidentiality. Andrew will coordinate with DEN regarding the desired frequency and attendee list for additional check-ins. This cadence may fluctuate with Program activities.

Operational Excellence

- *Governing documents for effective contractor coordination.* BC will develop Program governing documents, including clear standards, procedures, and expectations to efficiently direct the Characterization and Remediation contractors to perform the Program’s scope of work.
- *Integrated program delivery with all DEN programs and operations.* Maintaining operational excellence requires an integrated, intra-airport Program delivery approach. Our team brings more than 19 years of DEN airport experience. We have also added **Keith Pass** to our team who delivers a wealth of DEN-specific institutional knowledge that will prove valuable to seamless integration with DEN operations.

Andrew will also lead an initial kickoff meeting with DEN. During this meeting, BC will share the overall PMP, finalize Program chartering, and share other relevant programmatic materials. Once reviewed and approved by DEN, BC will lead a Program kickoff workshop with the Characterization and Remediation contractors. The PMP and chartering materials will be provided to all contractors for review and input. CDPHE or ECMC may be invited to this kickoff and subsequent meetings, as appropriate. All communications will be documented using a method that meets DEN's requirements.

BC and DEN have a successful history of working together to make decisions and advance environmental solutions. Andrew will leverage that experience to foster efficiency and timely communications. With any program, there is the potential for unforeseen change. Andrew will flag changes as soon as they occur, including Program impacts and alternative paths forward. He will document the decisions the team arrives at in the change management/decision log. The team will be flexible, responsive, and proactive in communications.

Project Management Control Tools and Dashboards for Progress Reporting

BC has successfully leveraged WorkSmart+, our proprietary program management platform, on projects for DEN throughout our 19 year history together. For this Program, we recommend supplementing WorkSmart+ with our Holistic Program Management System Tool (HPMT). The HPMT will be a centralized program management information system to support BC and DEN in organizing and managing multiple data streams from multiple sources, such as environmental data and financial data from multiple contractors. Combining WorkSmart+ with HPMT integrates technical and program management components to create interactive dashboards created specifically for DEN. These dashboards will allow BC and DEN to monitor the progress of the Characterization and Remediation contractors on a real-time basis.

Exhibit C Real-Time Information Sharing

This HPMT provides the Program team and interested stakeholders with a common portal for collaboration, communication, financial management, and data storage. This is foundational to a clear vision for the Program. DEN leadership will have a quick view of the high-level status and health of the Program. DEN's environmental management team will have easy access to Program and project details, including technical



data, document retrieval, and financial KPIs. The HPMT will also make it easy for DEN staff to select appropriate information to share with the public.

The HPMT will include features and work flows selected by and customized for DEN. BC's database specialists from our Digital Solutions department routinely develop programs, innovate integrated ways to manage information, and create advanced analytics applications tailored to individual clients and complex programs. Our team will guide DEN

through a thorough evaluation of the Program’s business-critical objectives with the goal of creating a digital solution that delivers the greatest benefit. The evaluation will consider solutions currently used or considered by DEN, then dashboards will be customized to meet your specific needs. The HPMT will be built with flexibility in mind to grow with the Program. It could also be leveraged for any future environmental programs that DEN may undertake.

The expected user interface of the HPMT will include a real-time dashboard that provides data on Program cost, schedule, risk management, and contractor performance KPIs. The HPMT will allow granular access to more detailed data designed to allow our teams to accurately and quickly assess budgets, change orders, forecasts,

Exhibit C

expenditure plans, MWBE integration, and individual REC project and oil well progress. The HPMT dashboard will also reprioritize Program activities based on real-time changes to various factors that align with the dynamic nature of the work and operations at DEN. Factors such as airport operations, risk, and cost could be considered. Change evaluation in the HPMT will be integrated with technical data collection so that results can be used to compare baseline characterization and remediation cost estimates and assumptions with actual outcomes. This will allow for early notification of potential changes to the Program’s KPIs, such as scope, schedule, budget, and MWBE goals.

This program management information system will benefit DEN and the community by supporting rapid yet sound decision making. This is critical when facing changing conditions, the evolving demands of airport operations, and changing human health or environmental risk metrics. This approach supports a nimble response while maintaining transparency, cost effectiveness, and schedule efficiency.

Program Velocity: The First 90 Days

BC recognizes that it is critical to prioritize several key activities. Project selection and scoping for initial characterization activities require rapid and defensible technical decisions. Key activities must be conducted promptly, and at the correct sites, to deliver potential closure requests to CDPHE in the initial months of the PFAS VCUP implementation.

Within a week of contract approval, a Program plan, charter, and oversight structure will be provided to DEN for review and concurrence. This will support effective day-to-day Program and task management, including engagement with Characterization and Remediation contractors, other stakeholders, and MWBEs. This first step will set the pace for the first 90 days during which we will commit to completing several key tasks to accelerate schedule and mitigate risks. This approach has the potential to expedite the mitigation of PFAS by years, and likely decades.

Table 3-1 summarizes our scope of work planned for the first 90 days of the Program.

► **Environmental Leadership**

– *Industry-leading access to information*. Implementation of the VCUP and ECMC programs will generate tremendous quantities of data. Effective organization, visualization, and access to information through the HPMT will underpin program success.

► **Responsible Growth**

– *Proactive planning with real-time technical input*. The HPMT includes decision support infrastructure for adaptive prioritization and financial forecasting that will help DEN implement necessary Program course corrections with cascading financial ramifications in mind.

► **Operational Excellence**

– *Agile implementation to capture opportunities and avoid risks*. Responding to DEN’s active aviation environment is critical. We will leverage the HPMT to respond to changing circumstances. For example, an opportunistic runway closure might cause us to expedite work that would otherwise be done at a later date.

Exhibit C

Table 3-1 // First 90 Days of the Program: Scope of Work

Contract	Goal	Actual
Programmatic Governance and Strategies		
Program plan, charter, communications plan, and oversight structure	Define Program controls, KPIs, methods/ processes, roles and responsibilities, principles for third-party interactions, standard operating procedures (SOPs), sampling and analysis plans (SAPs)—field sampling plans and quality assurance project plans (QAPP), HPMT, performance standards, strategic funding, and bid contractor specifications and identify meeting needs, schedules, attendees, and stakeholders.	Draft/final deliverable for each identified action. A session for HPMT optimization for DEN is included.
Establish VCUP and Closed Oil and Gas Well Priority Process		
Define priority process	Define the priority process and identify top-priority REC's and wells based on various criteria.	REC priority ranking list, including action for the top five strategic Closures and top wells.
Define process from CDPHE's acceptance to Closure for REC's site-wide	Outline the process with DEN's concurrence and meet with CDPHE regarding the process for the short term and the long term.	A technical memorandum that confirms process and logic with CDPHE for the planned VCUP process for Closure of each REC or REC grouping.
Develop risk-based PFAS standards	Develop risk-based standards for soil, groundwater, surface water, and sediment based on location, use, and completed pathway.	Realistic risk-based standards. CDPHE concurrence.
Soil management/ storage	Updates to the soil management plan specific to REC needs. Characterize and monitor soil storage/beneficial reuse area(s).	DEN's soil management plan and draft/final soil storage/reuse plan/design are updated.
PFAS VCUP Characterization		
Develop/maintain conceptual site model	Populate EQuIS with prior data and integrate into a visualization tool such as Leapfrog.	EQuIS and GIS populated for the HPMT.
Site-wide groundwater, surface water and stormwater	Produce documents per Programmatic Governance and Strategies to support characterization activities.	Identified in the short-term actions.
REC's areas	Produce documents per Programmatic Governance and Strategies to support characterization activities.	Identified in the short-term actions and will include each impacted media.
Remedial alternatives, and remedial action plans (RAPs) with confirmation sampling	Define soil remedial alternatives and the process for implementation, such as institutional controls, beneficial reuse, storage, disposal, and sampling per Programmatic Governance and Strategies.	Analysis flowchart and process for soil—groundwater to be based on impacts and trends of concentrations with time. Sampling per Programmatic Governance and Strategies.

Exhibit C

Table 3-1 // First 90 Days of the Program: Scope of Work

Contract	Goal	Actual
Long-term operations and maintenance plans	Identify the basis and preliminary regulatory discussions for this option, if needed.	Groundwater wells installed in Third Creek to document concentration trends with time.
Field oversight	Define process and procedures for investigation, remediation, including soil, groundwater, stormwater, and surface water.	Program-wide field oversight plan, including options for DEN to participate in, if wanted, such as stormwater.
Lab coordination and database maintenance of PFAS/oil and gas results	Develop a database management plan, including a preferred reporting cadence. QAPP and lab specifications, including electronic data deliverable (EDD) format and lab bid specifications with reporting templates.	Data management plan. EQUIS and GIS populated with prior data for HPMT. QAPP, including data validation and lab specifications with EDD.
Project administrative procedures	Charter roles and responsibilities; communications plan, including status updates; templates for DEN; and regulatory deliverables.	Chartering plan and reporting template(s).
Contract administrative support	Administer public sector contracts, including MWBE reporting and updates. Coordinate security and contract compliance.	Memorandum outlining the support needed by DEN and processes, including clearances.

► **Environmental Leadership**

- *Focusing on early VCUP successes.* Early Closures will support the program’s viability for DEN and CDPHE. It is critical to demonstrate VCUP success within a year (prior to key regulator’s retirement).
- *Early REC Closures to expedite critical use areas and beneficial reuse.* Future expansions at DEN represent an opportunity for the beneficial reuse of PFAS-impacted soil. BC will explore sustainable strategies for remediation and develop criteria consistent with CDPHE’s guidance for soil to be stored onsite for future beneficial reuse.

Securing Grants and Funding

Identifying, winning, executing, and complying with grants and funding mechanisms can be an important component of remediation projects. **BC has successfully supported DEN in obtaining more than \$90,000 in funding from the CDPHE PFAS Grant Program.** We are committed to continuing to support DEN’s successful and responsible engagement with the CDPHE PFAS Grant Program during this Program Management contract, with current funding secured through 2026 and the next annual renewal.

BC will devise a grant strategy plan with DEN and embed it into the HPMT. With local universities, colleges, and federal partners like the Federal

Aviation Association, it is also possible to secure additional funding, including the Strategic Environmental Research and Development Program and the Environmental Security Technology Certification Program. **Strategic Funding and Beneficial Reuse Strategies Manager Seema Chavan** will assist the team with grant proposals, through a thoughtful, targeted, and focused approach to advance DEN’s objectives.

► **Responsible Growth**

Solutions that put program implementation to work for DEN. BC will leverage beneficial reuse programs, strategic partnerships with research institutions, and access to external funding to help DEN grow responsibly.

Exhibit C

Rates Sheet

Environmental Consulting Rates		
Category/Item	Unit	Rate ¹
Labor**		
Project Administrator	Hour	\$69
Technician	Hour	\$80
Engineer/Geologist/GIS/Scientist I	Hour	\$110
Health and Safety Risk Manager I	Hour	\$110
Senior Project Administrator	Hour	\$110
Engineer/Geologist/GIS/Scientist II	Hour	\$126
MWBE Coordinator	Hour	\$126
Health and Safety Risk Manager II	Hour	\$158
Program Manager	Hour	\$164
Engineer/Geologist/Scientist III	Hour	\$167
Engineer/Geologist/Scientist IV	Hour	\$179
Project Controller	Hour	\$179
Supervising Engineer/Geologist/Scientist	Hour	\$200
Managing Geologist/Engineer/Scientist	Hour	\$240
Managing Program Manager	Hour	\$240
Managing Project Controller	Hour	\$240
Senior Director	Hour	\$250
Reimbursables**		
Rental Vehicle	Day	\$100
Mileage	Mile	\$0
Supplies	At Cost	\$0
Fees	At Cost	\$0
Equipment Rentals	At Cost	\$0
Pass Through Rate - Subcontractor Costs and Management***		
Subcontracted Services	% Markup	3.5%
Footnotes		
<p>(1) Rates are proposed to increase annually in October of each year following the contract date based on the annual increase tied to the US Bureau of Labor Statistics (USBLS) Employment Cost Index (ECI) for Professional and Business Services (Specifically USBLS "Table 5. Employment Cost Index for total compensation(1), for private industry workers, by occupational group and industry" for the "Administrative and support and waste management and remediation services" category). For example, for the 12-month ended September 2023 (https://www.bls.gov/news.release/eci.t05.htm) for an increase of 4.5% would have been used for that October annual increase if the contract were to have been started in 2023.</p> <p>*Add or edit categories as necessary to match your firm's labor categories; identify proposed project manager.</p> <p>**Add items necessary to complete proposed scope of work. Items not identified during the proposal process may not be considered as "reimbursable" by the City.</p> <p>***City and County of Denver may request its consultants to provide competitive bids for subcontracted services, supplies, materials.</p>		

Employees Assigned to the Project

- Project Administrator: Dawn Wall
- Engineer/Geologist/GIS/Scientist I: Terence Oneill, Steffan Becker, Madeline Head, Madison Meissnest
- Senior Project Administrator: Charlene Spence, Mike Lewallen
- Engineer/Geologist/GIS/Scientist II: Devon Gibson, Jake Kunugi, Sydney Vinge, Phil Gunderson, Audrey Seery, Calder Dellaport, Logan Tromly
- MWBE Coordinator: June Perry
- Health and Safety Risk Manager II: Sarah Everman
- Program Manager: Andrew Safulko
- Engineer/Geologist/Scientist III: Erik Gessert, Ed Martin, Joshua Muckelston, Dan McCloy, Kris Stanley, Diana Gutierrez
- Engineer/Geologist/Scientist IV: Carter Coolidge, Mary Jay Martens, Kelly Donahue, Jeff Davin
- Project Controller IV: Gary Smith, David Hubbard
- Supervising Engineer/Geologist/Scientist: Chad Coker, Stacia Prazen, Keith Pass, Andrew Neuhart, Maribel Vital, Karnam Ramanand, Chris Somerlot, Jeannine Erstberger, Matt Kizlinski
- Managing Geologist/Engineer/Scientist: Mike Miner, Dan Clayton, Alan Kirschner, Seema Chavan, Steve Young, Tamara Sorrell, Maria Megehee, John Dellaport, Theresa Jehn-Dellaport, Colleen Roberts
- Managing Program Manager: Jerry Johnson
- Managing Project Controller: Greg Mathews, Jeff Kivett
- Senior Director: Joe Seracuse, Andrea Hall, Pari Amanlou

EXHIBIT D

**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: contractadmininvoices@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.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

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. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
Contractor shall maintain a minimum limit of \$5,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
7. 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, Professional Liability, and Property, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, 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 required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, 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 verification of required coverage.
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 Insurance 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. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.



Prepared for
City and County of Denver



MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)

Environmental Restoration Program Management

RFP No. 202472361

June 14, 2024

Brown and Caldwell will take measures with the goal of exceeding DEN's Request for Proposal MWBE required goal of 4% to ultimately achieve 6% of the total amount awarded in Purchase Orders by DEN. The MWBE participation will be tracked collectively for MWBEs for this contract and applied to the overall required goal of 4% of MWBEs' participation and to assess the progress to BC's aspirational goal of 6% in aggregate relative to the total amount awarded by DEN via Purchase Orders issued under this contract for professional on-call services. The following presents our team's name, role, and contact information:

Role	Company	Email	Phone Number
June Perry MWBE Coordinator	Brown and Caldwell	jperry@brwnaald.com	303.968.2068
Charlene Spence Controller and B2GNow User	Brown and Caldwell	cspence@brwnaald.com	407.661.9522
Andrew Safulko Program Manager	Brown and Caldwell	asafulko@brwnaald.com	303.968.2054
Colleen Roberts Outreach/Community Engagement Coordinator	Peak Consulting Group	colleen.roberts@peakconsultingco.com	303.218.0746

At Brown and Caldwell (BC), we are committed to cultivating an inclusive and diverse community where everyone feels valued, respected, and empowered. We aim to drive positive change by behaving true to our values and embracing a mindset focused on balance and belonging. These fundamental beliefs create a more vibrant and enriching workplace for our employees, drive team innovation, and foster creativity to better serve our clients.

BC is dedicated to helping DEN's per- and polyfluoroalkyl substances (PFAS) Voluntary Cleanup and Redevelopment Program (VCUP), investigation, and remediation projects meet the human health and environmental needs of our community and support the strategic objectives outlined in Vision 100 and Operation 2045. We have developed the following Minority and Women-Owned Business Enterprise Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) to outline our strategy.

To support DEN's Environmental Restoration Program Management services (Program), BC has proposed two MWBE firms: Peak Consulting Group (Peak) and Quantum Water & Engineering (Quantum), who will provide scope and services to DEN as identified in BC's proposal. Because DEN's contract is an on-call environmental restoration services contract the actual work performed by BC and our MWBE firms will be based on the scope of work in the Purchase Orders issued by DEN. Based on our knowledge of work to be performed under this contract, Peak is anticipated to support Geographic Information System (GIS), wetlands, permitting regulatory compliance, MWBE community outreach, and project controls that monitor DEN's other contractors. Quantum is anticipated to support GIS, oversight of field services, regulatory support, conceptual site model development, data management, and development of project documentation such as Data Quality Plans and Sampling and Analysis Plans.

When BC receives a request from DEN to propose on a purchase order, BC will communicate with Peak and Quantum as the above services are requested as part of DEN's scope of work in the Purchase Order. The bidding, continued updates, and meetings regarding past and future MWBE participation will

be performed for Peak and Quantum to enhance the ability to meet our MWBE goals, are indicated below.

BC will provide Peak and Quantum monthly updates regarding their percent of awarded work relative to the overall MWBE awards as a percentage of the total amount awarded to BC for the overall contract. BC will meet separately with each MWBE firm quarterly, the MWBE firms and DSBO annually, and throughout the project as necessary to discuss the work done, anticipated work to be needed, and their overall participation relative to the contract work awarded.

A. Key Personnel

As we pursue challenging and impactful work like the Program, we carefully select team members with technical knowledge, management prowess, and communication approaches that best align with the needs of the project, client, and communities in which they serve. Thoughtful selection of team members extends beyond the BC team to our partners and subconsultants to create diverse teams that foster innovation through a variety of experiences and connections. We have assembled the following team that will be dedicated to executing this project's MWBE EDI Plan.

June Perry will serve as our MWBE Coordinator.

June is a hydrogeologist whose experience has spanned many sectors of the environmental industry in the areas of field work, project management, and client service management. Prior to joining BC, June worked as an Environmental Specialist where she concurrently supported 30 different mining sites, helping them meet local, state, and federal compliance and reporting requirements.

As a results-driven professional, June is passionate about client advocacy and communication. She recently supported a regulatory request for a confidential client involving input from multiple client stakeholders that resulted in client savings of more than \$20 million. June's additional experience includes leading and attending client meetings; managing, developing, and enhancing relationships with subconsultants; confirming accurate project execution; serving as site safety officer; identifying and addressing escalation matters; drafting contracts; developing costs; and preparing invoices.

June is committed to workforce development. She has participated in career fairs where she helped underserved juniors and seniors from public high schools understand the career path options available to them. June also helped establish a mentorship program at BC, pairing junior-level staff with senior-level staff, empowering others to advance their careers.

Empowering the teams I work with is my passion—I'm excited to work with this team and DEN to uplift MWBE businesses in the community I live in and support! – June Perry, MWBE Coordinator

As MWBE Coordinator, June will have direct and independent access to Denver's Economic Development and Opportunity Agency's Division of Small Business Opportunity (DSBO) and the Program Manager. She will manage the DSBO's MWBE Program requirements, including meeting and complying with reporting requirements. June will identify key personnel and their duties as they relate to escalation matters, project execution, and certified business relations. She and other key personnel will attend DSBO meetings and manage outreach and development efforts to underutilized businesses to improve subcontracting opportunities and assist in the administration of the MWBE EDI Plan.

June Perry, Senior Staff Hydrogeologist, Brown and Caldwell, jperry@brwnncald.com, 303.968.2068

Charlene Spence will serve as our Controller and B2GNow User. Charlene provides BC with project delivery support on tasks of varying scope, size, and complexity. She is a primary resource partner for project managers and serves as a frontline liaison between project managers and company workgroups. Charlene facilitates project setup and dissemination of information to and from the project manager throughout various phases of the project life cycle. She is a Project Management Institute-Certified Associate in Project Management.

As Controller, Charlene will assist with contracting, invoicing, and verifying that the project complies with company processes throughout the project's life cycle. As B2GNow User, she will manage and upload required MWBE documentation to the B2GNow software platform.

Charlene Spence, CAPM, Associate, Project Support, Brown and Caldwell, cspence@brwnncald.com, 407.661.9522

Andrew Safulko will serve as our Program Manager. Andrew has wide-ranging environmental project experience and demonstrated success in identifying innovative and adaptive solutions to complex problems. He has focused on gaining technical expertise around emerging contaminants, specifically addressing PFAS. Andrew is well-versed in designing and implementing remedial programs, applying high-resolution site characterization techniques, and developing robust conceptual site models. In his tenure at BC, Andrew has served DEN through the on-call environmental services contract, leveraging his experience with the Colorado Department of Public Health and Environment's (CDPHE) VCUP to prepare DEN's VCUP Application, culminating in DEN's acceptance into the VCUP.

As Program Manager, Andrew will support the success of the project by providing technical leadership to the team, coordinating with DEN leadership and CDPHE to develop strategic solutions, monitoring team integration and efficiency, and maintaining stewardship of BC's MWBE EDI Plan and underlying culture of meaningful collaboration with the MWBE community.

Andrew Safulko, PE, Senior Associate, Environmental Engineer, Brown and Caldwell, asafulko@brwnncald.com, 303.968.2054

Colleen Roberts will serve as our Outreach/Community Engagement Coordinator. Colleen has 26 years of experience in project management, environmental planning management, alternatives analysis, planning and environmental linkages studies, regulatory compliance for various transportation projects, and public involvement. She is extremely well-versed in collaborating with numerous local, state, and federal agencies to achieve procedural and regulatory compliance. Colleen is the founder of Peak Consulting Group, a small, woman-owned business and a graduate of DEN's Business Development Training Academy and the DSBO's Citywide Mentor-Protégé Program.

She looks forward to leveraging the experience and relationships she has developed through managing public involvement for Denver's downtown bus priority study project to successfully deliver DEN's Environmental Restoration and MWBE EDI programs.

As the Outreach/Community Engagement Coordinator, Colleen will coordinate outreach and development efforts to improve subcontracting opportunities for disadvantaged businesses by developing and maintaining effective relationships with numerous groups including, the project team, DSBO, community, and institutions of higher learning.

Colleen Roberts, AICP, Founding Member and Principal, Peak Consulting Group,
colleen.roberts@peakconsulting.com, 303.218.0746

B. MWBE Utilization Strategies

BC is committed to helping Denver develop and maintain prosperous communities. Our approach to accomplishing this runs deeper than simply contracting with MWBEs to meet DEN's MWBE program utilization goals. We will deliver a minimum of 6% of the total amount awarded in Purchase Orders by DEN. The MWBE participation will be tracked collectively for MWBEs for this contract and applied to the overall MWBE's participation attainment to the goal of 6% in aggregate relative to the total amount awarded by DEN via Purchase Orders issued under this contract for professional on-call services. The work awarded to each of the MWBEs will be based on the scope of work issued by DEN in the Purchase Order request for bid and based on the services identified above for each MWBE and their respective areas of expertise to support BC.

We enable our MWBE partners to increase their capacity and position themselves to prime similar projects throughout the community. We achieve this by offering meaningful experiences that align with their aspirational goals, providing exposure, expanding professional networks, and demonstrating best practices for DEN contracts.

We will also work with our MWBEs to remove the barriers they often face, help provide them with greater access to DEN contracting opportunities, and

will not restrict them from providing quotes to other proposers.

For DEN's Program, our selection of certified MWBE teaming partners Peak and Quantum represents our commitment to the MWBE community. Peak and Quantum provide expertise to deliver multiple scope of work areas while remaining flexible to effectively support environmental restoration management projects over the course of the 10-year Program. The expected tasks for our MWBE partners align with the expected tasks in the scope; as these tasks may shift through delivery, we will modify responsibilities of our MWBE firms and maintain our commitment to meeting DSBO's goals. Regular communications will address the dynamic work assignments awarded by DEN in the on-call contract Purchase Orders via monthly updates of percentage awarded and billed for each MWBE and aggregate MWBE amounts, quarterly meetings with BC and each MWBE, and annual meetings with BC, each MWBE, and DSBO representatives. In addition, the MWBE firms will have access to contact BC's Program Manager (or designee) on a day-to-day basis to discuss the work and integration of their firm into the work required by DEN.

As the scope of work for the MWBE is assigned, the MWBE will be invited to the corresponding kick-off meeting/communication and implementation team meetings as needed for the project. BC will work with the MWBE, as appropriate, for the task assigned. However, this on-the-job training is anticipated to be limited since the MWBEs have been selected based on their expertise in the industry for the scope of work planned to be assigned to them.

Peak Consulting Group. Peak is a small, woman-owned business that provides federal, state, and local agencies with high-quality, superior strategic approaches to its transportation planning and regulatory compliance processes. For this project, examples of Peak tasks include supporting Geographic Information System (GIS), wetlands delineation, permitting regulatory compliance, MWBE community outreach, and project controls that monitor DEN's other contractors. Peak may also perform activities to support the characterization and remediation activities for the Program.

Peak's community relationships will help BC better understand the community's needs and provide opportunities for BC's ongoing engagement. BC will include Peak in client meetings to provide networking opportunities with DEN staff so Peak is positioned as a leader within the team.

Through this work, Peak will increase its knowledge of upcoming projects with DEN. Peak sees a successful mentorship with BC as one where it learns tips on how MWBEs can overcome insurance requirement barriers and develops relationships with DEN that continue beyond project completion.

Quantum Water & Environment. Quantum, a small, ColoradoBiz Top 100 Woman-Owned Company, offers water rights, water supply, hydrogeologic, engineering, and environmental expertise to private, commercial, and governmental agencies. For this project, examples of Quantum tasks include GIS, oversight of field services, regulatory support, conceptual site model development, data management, and development of project documentation such as Data Quality Plans and Sampling and Analysis Plans. Quantum may also perform activities to support administrative functions (invoicing, budget tracking), database management (EQUIS), and GW Modeling.

Through this work, Quantum will increase its knowledge by gaining project experience, understanding PFAS management strategies, and applying the latest technologies in PFAS remediation. Quantum sees a successful mentorship with BC as one where it is given a seat at the table and its professional opinions are valued.

BC, along with Peak and Quantum, collaborated to identify the scopes of work at the start of the Program. However, BC envisions Peak and Quantum's scopes of work will evolve across the span of the ten-year contract subject to the services needed during the Program.

BC will share the success of our MWBE partners and creative approaches for increasing capacity with the prime contractors for DEN's characterization and remediation contracts to confirm DEN's overall MWBE program goals are achieved.

Upon notice of award, BC will disclose and discuss with MWBE partners that were also part of other

Brown and Caldwell

selected contracts. The services of lower tier MWBEs are not anticipated for this project.

C. Technical Assistance and Support Services

Engaging MWBEs into our projects fosters two-way learning. A thoughtful scoping approach and meaningful relationships with our MWBE partners enable BC to integrate learning opportunities for our teams into seamless project delivery. Through this reverse mentorship, BC also gains an understanding of our community from a different perspective and learns new approaches to doing work.

Task order teams will provide opportunities for our MWBE partners to be actively engaged so their ideas and skill sets can inform project work. Tasks will be developed, scoped, and budgeted to best apply MWBE partner talents, while considering the capacities of each firm. Regular check-ins with DEN and our partners will keep everyone up to date and enable us to incorporate feedback to improve and adapt to the project's changing needs.

Through regular quality assurance/quality control milestone reviews, BC staff will serve as a resource and provide oversight to maintain work product quality. Along with providing the team review comments, we will involve our MWBE partners in the comment resolution phase following DEN's review to help improve ownership and awareness of work product quality.

Our goal is to always create a sense of belonging by building community, inclusivity, and collaboration. Engaging and mentoring qualified, local MWBEs enables funds to remain within the local community while achieving project objectives.

D. Procurement Process

BC's standard practices for choosing well-suited subconsultants for projects is interwoven with our commitment to involving MWBEs into our projects. Our subconsultant prequalification program enables us to identify and procure services from qualified and prescreened subconsultants.

The prequalification process confirms health and safety (H&S) requirements and minimal evidence of insurance. Avetta-qualified subconsultants undergo a more comprehensive review and verification of subconsultants' insurance, licenses, certifications,

legal matters, and H&S information, including a review of environmental and safety compliance history, safety manuals, licensing and certification (where applicable), and certificates of insurance.

Without our commitment to a diverse set of subconsultants, smaller, less experienced subconsultants might be overlooked or unintentionally prevented from participating in these efforts. At BC we recognize this barrier and mitigate it by working directly with MWBEs to assist them in understanding and navigating the prequalification and other processes involved in reaching signed subcontracts with BC.

An example of the practices BC employs to help us increase outreach to new MWBEs include:

Taking Flight at DEN outreach and pre-submittal meetings. Our participation in these meetings provides avenues to identify new MWBEs for specific pursuits.

Community engagement. We engage with the community by leveraging our participation in professional networking events with organizations such as Rocky Mountain Association of Environmental Professionals (RMAEP), Colorado Environmental Management Society (CEMS), Society of Women Engineers (SWE), and National Society of Black Engineers–Denver Professionals Chapter (NSBE) as well as at conferences to build partnerships with underutilized communities.

Referrals from other MWBEs. We interview MWBEs that we have worked with previously about other possible connections and opportunities to expand BC's MWBE contacts.

Denver's DSBO certified MWBE firm lists. We occasionally use this technique to increase our knowledge of MWBEs, particularly for specialty services.

Internal information sharing. We have established an MWBE repository that contains contact information, areas of knowledge and experience, MWBE status, and other basic information about the MWBEs we have identified and the services they offer. This information is shared internally by posting it to our internal Microsoft Teams channels and discussing it through internal lunch and learn sessions.

Continuous updates. As we follow up with our existing MWBEs, or as new MWBEs are identified, we update our repository and communicate the new information through our internal Teams channels and internal lunch and learn sessions.

BC's Program's MWBE Coordinator, June Perry, will facilitate separate quarterly meetings with Peak and Quantum's key staff. An agenda will be disseminated one week prior and include key performance indicators (PIs) (e.g., % MWBE awarded amount relative to goal, performance evaluations, payment progress, and program needs fulfillment). In addition, professional development goals for each firm, a summary of the integration of the MWBE's into the assigned work, and a tactical action plan with progress noted for achieving goals is planned to be discussed. In addition, BC's Program's MWBE Coordinator will facilitate an annual meeting with Peak and Quantum's key staff. A DSBO representative will be invited to join the annual meeting, to be held virtually on the Microsoft Teams platform to provide updated routine progress reports.

Both of BC's qualified MWBE subconsultants have specific objectives each has set out to achieve during this Program with BC's mentorship and guidance. Peak and Quantum will increase their knowledge of upcoming projects with DEN and see a successful partnership where each team increases its knowledge on how MWBEs may be able to overcome insurance requirement barriers and develop additional relationships with DEN that continue beyond project completion. BC plans to facilitate Peak's and Quantum's relationship-building with DEN's staff through this contract and involve Peak and Quantum in key meetings, as appropriate based on the scope of work assigned by DEN and the expertise and ability of the MWBE to provide resources to support that scope of work.

Throughout the course of this Program, BC will monitor and track the contracting opportunities of MWBE firms. These procurement opportunities will be discussed during regular meetings with MWBE subconsultants. The timelines of such opportunities will be monitored to ensure that MWBE firms who are not selected for procurement are informed with

feedback within 30 days of announcement of the Purchase Order award.

E. Communication and Proposer Management

People perform best when much is expected from them and when they understand that they are integral to the effort. We believe that MWBEs, along with our teaming partners, should be supported in a way that allows them to contribute fully to the team. This approach is first made clear in our project chartering and reinforced in our subcontracts—it is critical to making our projects successful. We will do this by confirming that our MWBE partners are integrated into the day-to-day workings of the team.

For planning and analysis work, we often form smaller functional teams so work can be performed collaboratively with the client, and that we can distribute ownership and responsibility to the team. Our project leadership team will meet regularly, and we will hold quarterly one-on-one check-ins with each MWBE to talk about present and future involvement with the core project work.

We have an open-door management approach for elevating issues concerning integration or work distribution, which enables us to rapidly identify problems and find solutions quickly. This is most important in projects where the scope has to change to address new conditions and/or project objectives become clearer. MWBE utilization will be tracked and reviewed monthly by the project management team and reported as one of the key level-of-service indicators for successful BC project performance. Scheduled evaluations will allow us to regularly compare ongoing MWBE utilization to the project's goal and discuss allocation of project resources with the scope to make necessary course adjustments.

In our role as Program Manager, Brown and Caldwell does not anticipate that second-tier subconsultants will be utilized, and that the MWBE goals we've committed to will be met by the certified MWBE firms included herein. Should services of these firms need to be modified, terminated, or a substitute certified MWBE firm need to be engaged, Brown and Caldwell will abide by the DRMC sections pertaining to change management with MWBE firms, including but not limited to DRMC Chapter 28, Article III, Section 28-73. Brown and

Brown and Caldwell

Caldwell is committed to pay our MWBC subconsultants in accordance with the prompt payment terms in DRMC Chapter 28, Article III, Section 28-72, and invoices will be approved or rejected within ten days of receipt.

If, on the occasion there is a dispute between BC and our MWBE subconsultants, we have developed a policy for the Program designed to resolve concerns. This process allows our teams to discuss issues, clarify expectations, and negotiate modifications and adjustments to continue positive relationship-building with our subconsultants and the community. BC's dispute resolution process for this contract is anticipated to be implemented as follows:

Disputes arising between Brown and Caldwell and its MWBE subconsultants will be negotiated in an attempt to amicably reach resolution in a timely fashion. This process will commence with a meeting between each party's respective Program or Project manager, or designated representative. Should the parties not reach a mutually acceptable resolution of the dispute, an officer of each party shall meet in a good faith effort to resolve the dispute. Should the dispute resolution process set forth above not resolve the dispute, the DSBO office will be notified of the disagreement and each member may seek DSBO's assistance with review and mediation of the issue. The request for review will be made in writing. Within twenty (20) calendar days of receipt of the written request for review, if the dispute has not been resolved informally among the parties, DSBO will work with the parties, as appropriate, and schedule an informal meeting among the parties. If the dispute remains, the parties may pursue their respective resolution in accordance with the terms and conditions set forth in DEN's contract with BC and/or BC's subcontract terms and conditions with the MWBE, as appropriate. Notwithstanding the foregoing, the MWBE subconsultant will have acknowledged that the prime agreement does include a dispute resolution clause pursuant to which Brown and Caldwell may be limited to certain dispute resolution procedures in the event of a dispute relating to the prime agreement. With respect to a dispute between Brown and Caldwell and the City/County of Denver which relates to subcontracted services with a MWBE subconsultant,

Environmental Restoration Program Management | RFP No. 202472631 - 7

the MWBE subconsultant and Brown and Caldwell agree to be bound by the prime agreement dispute resolution procedures in the same manner that Brown and Caldwell is bound under the prime agreement.

F. Past Performance

At BC, equity, diversity, and inclusion are cornerstones for our collective success. By leveraging the power of diversity, providing equal access to opportunities and resources, and fostering an inclusive environment, we empower our employees to reach their full potential. We are committed to advancing EDI, knowing it will result in stronger teams and better outcomes for our people, clients, and communities.

Youth Mentorship and Development

We believe that expanding a diverse workforce also requires intentional outreach efforts across multiple educational stages. Many BC engineers and scientists volunteer to promote science, technology, engineering, and mathematics (STEM) education in local schools and youth organizations. An example of this involves women from BC’s Denver office partnering with women from South Platte Water Renewal Partners to host a Girls Inc. field trip at the plant. Following the plant tour, these young, self-defined “STEMinists” asked meaningful questions, and the mentors were called to engage these young women, challenge them to continue the change in the industry that has begun, and encourage them to be good role models.

At the collegiate level our efforts include:

- Partnering with the Colorado School of Mines to facilitate the hiring of its graduates by hosting a booth at an upcoming career fair.
- Offering 30 internships annually where approximately 28 percent of the interns go on to become full-time employees.
- Providing 76 scholarships in the last 7 years to minorities and underrepresented communities.
- Awarding annual scholarships since 2022 to support students who are enrolled members of the Navajo Nation who have a desire to

improve our world by preparing for a career in an environmental profession.

BC has a demonstrated record of advancing EDI beyond the walls of BC. Andrew is a strong proponent of mentoring. Throughout his life, he has personally reaped the benefits of mentorship as he has advanced throughout his career. Because of this, Andrew is dedicated to paying it forward, especially within the underutilized community. Examples of this dedication include:

- Hosting student interns in 2022 and 2023 from the Colorado School of Mines and Metropolitan State University of Denver in BC’s Denver office, providing them with mentorship, networking opportunities, and on-the-job training.
- Mentoring students as they prepare to enter the workforce while acting as a guest lecturer at the Colorado School of Mines and the University of Colorado at Boulder (CU Boulder).
- Serving as a CU Boulder Engineering Alumni Regional Network Ambassador, where he shared a job posting from our MWBE partner, Quantum, with a CU Boulder graduate who now currently works at Quantum.
- Delivering technical presentations to local professional organizations like RMAEP, CEMS, and SWE that are heavily attended by members of the small business community to inform them of the latest industry trends.
- Progressing through the various leadership roles within the RMAEP, establishing a network of meaningful relationships with local MWBEs.
- Participating in local information sharing networks, such as the Colorado Monitoring Framework, that promote equity within the region.

These investments in the diverse talent of tomorrow will enable the environmental industry to continue to diversify and expand opportunities for all.

Employee Recruitment

Diversity recruiting plays an important role in BC's hiring strategy, beginning with generating a wider talent pool to build our diverse and inclusive workplace. Our AIRS® Certified Diversity and Inclusion Recruiters incorporate diversity recruiting into every search they conduct. They use a vast network of resources and connections that provide BC with access to candidates that may be missed through more standard or traditional search methods. These efforts have resulted in BC's minority population growing from 21.5 percent in 2021 to 23.2 percent in 2022.

In 2023, BC launched its first Hiring our Heroes cohort. As four veterans approached the end of active duty, they joined BC for an 11-week fellowship during which they gained on-the-job training and mentorship by BCers in their respective roles. At the end of the fellowship, four of these highly skilled fellows, one of which resides in the Denver area, joined BC full-time where their diverse perspectives and backgrounds are further diversifying BC's workforce.

Training and Development

BC is dedicated to continuous learning as individuals and looks to train and develop our workforce whenever and wherever possible. We develop our people from within through education, hands-on training, and mentorship. Examples of some of the programs that foster EDI at BC include:

Employee network groups (ENGs). Our ten ENGs provide an avenue for employees to come together to develop new skills, network, and grow professionally through work that aligns with BC's strategic goals while promoting diversity and inclusion within our organization. These groups include Community of Color, Women at BC, Pride Alliance, Professional Parents, Mental Health, Virtual Talent, Rising Professionals, BC's Veterans, BC Green, and enABLE.

Eagle Synergistic worked with Brown and Caldwell in the spring of 2023 on the DEN site. Brown and Caldwell was excellent to work with, going above and beyond to help our small business obtain the correct certifications and providing continuous mentoring and direction through the whole process and scope. Brown and Caldwell not only provided

professional mentorship, but it understood the need for using the most efficient and scientific methods for investigation and remediation. — JANET L. CASTLE, PG, President, Eagle Synergistic

Mentor circles. This group learning program enables participants to share knowledge and build relationships with one another throughout BC. Through these mentor circles, employees develop business, technical, and leadership skills in a virtual small group setting.

Small group learning sessions. Small group learning sessions create opportunities for BCers of various levels, and in various positions, across the country to gain practical and technical skills, engage in discussions with company leaders, and network with a diverse set of colleagues.

Succession Planning

We create an environment where employees feel empowered to take the next step in their career by enabling them to express their career aspirations, providing clear career path opportunities, and building intentional succession plans to maintain bench strength for critical positions. Through intentional recruiting, job placement, and succession planning, we will confirm we have a diversity of top industry talent and are placing our people in roles that will challenge, motivate, and build their careers.

Promoting MWBEs

As mentioned in Section 2 of our proposal, BC has a well-established record of partnering with other MWBEs and has always exceeded the percent of work we pledge to distribute to them. We have endeavored to meaningfully engage these firms to help them grow in ways that support both their business needs and the future needs of DEN.

Our Program Manager first met Eagle Synergistic Optimizing Technologies, LLC (Eagle Synergistic), a woman-owned small business that specializes in the characterization and remediation of emerging contaminants, through his involvement in various organizations within the Denver area. As Andrew became aware that DEN could be facing PFAS challenges, he suggested that Eagle Synergistic become a part of Denver's DSBO so BC could contract with the MWBE on projects that might

require its services. Since then, Eagle Synergistic has conducted its specialized PFAS characterization services for DEN and is now one of only a small number of MWBEs that can provide DEN with these types of services.

We believe that forming new relationships between MWBEs and clients is one of the most meaningful aspects of a mentoring program.

G. Proposer's Culture

BC does our part to make everyone feel seen, heard, and empowered to succeed. We seek to understand the diverse perspectives of others, including our MWBEs. Because of this, we have intentionally developed a strategic approach to building a holistic MWBE EDI Plan that initiates change as we cultivate a culture where belonging is a shared experience for employees.

Advancing EDI Priorities

We aim to drive positive change by behaving true to our values and embracing a mindset we call Balance and Belonging. We started our Balance and Belonging journey in 2018 by identifying 10 actionable and measurable commitments: equitable interview panels, balanced teams, a diversity recruitment program, an annual Balance and Belonging report, balanced talent practices, a scholarship program, an expansion of our Executive Committee's personal networks, diversity recruitment partnerships for the advancement of women, and Balance and Belonging education and awareness. And although this is the place we started, it is not where we are going to stay. We envision a workplace where Balance and Belonging is a lived experience for BCers and place a high regard on building cultural capabilities to support the communities our clients serve.

These fundamental commitments create a more vibrant and enriching workplace for our employees and drive innovation and foster creativity to better serve our clients. Like Denver, BC believes that the power of diversity is strength. It enables us to create an inclusive community that encourages collaboration, nurtures a sense of belonging, and cultivates a culture where diverse perspectives are actively sought and respected. When everyone feels seen and heard, true innovation flourishes and allows

us to tackle challenges with a range of perspectives. This leads to more effective and comprehensive solutions for our clients and better outcomes for our communities and company.

Employment Practices

As previously mentioned, diversity recruiting plays an important role in BC's hiring strategy. Along with the efforts of our AIRS® Certified Diversity Recruiters, we invest in technology tools that support our goal of building diverse applicant pools and implement proven inclusive sourcing techniques. Additionally, we use equitable interview panels, which include objective candidate reviews that lead to a higher conversion of underrepresented talent.

So that our job requisitions are posted to diverse sites across the nation, BC partners with Circa, a Software as a Service (SaaS)-based workforce development company. Its platform automatically distributes our requisitions to community-based job boards to amplify our outreach and confirm we are sharing opportunities with traditionally underrepresented communities. Using these tools helps us expand our recruitment outreach to discover the best hires for the job.

Partnering with organizations dedicated to the hiring, career advancement, and development of underrepresented communities is essential to the success of our diversity recruitment program. Our partnerships create access to diverse candidate pools and develop opportunities for BC to support and provide coaching to the community. For the last 3 years BC has partnered with the Water Environmental Federation to sponsor the Introducing Future Leaders to Opportunities in Water (InFLOW) program, which gives undergraduate students and residents from historically underrepresented ethnic and minority communities the opportunity to solidify their interest in the water sector.

Collaborating through Partnerships

While BC is not an MWBE, we select partners with abilities in areas that augment BC's services and engage them in meaningful work that provides value to the project and client. This means working with businesses and individuals that deliver the relationships, technical knowledge, and diversity of

thought and experience that will best serve our clients.

Establishing strong partnerships with local MWBEs contributes to the financial health of the areas in which they serve and improves the professional culture of the community. BC has been fortunate to establish many strong working relationships with several Denver-based businesses. We will leverage these relationships to support the DSBO's MWBE Program requirements by seeking out MWBEs when selecting subconsultants.

Since 2022, BC has participated in a short course for operators hosted by the University of Colorado-Boulder and Water Environment Federation. As a co-facilitator for the Operate with Excellence: Leadership and Management Skills course, BC discusses diversity in the workforce, operator roles, and career opportunities while providing water professionals with the tools necessary to produce results and solve increasingly complex industry problems.

BC is leading the [Diversity, Equity, and Inclusion Best Practices for the Water Sector Workforce](#) research project in partnership with The Water Research Foundation and several partnering utilities. The study is helping utilities take a hard look internally at the health and well-being of their organizations and workforce while simultaneously rethinking how they engage with the communities they serve and the suppliers with whom they do business. The primary objective of this research is to develop scalable EDI best practices for water sector organizations.

H. Future Initiatives

The BC team will take specific actions to advance our subconsultants' growth and development over the next five years during the Program (2024-2029) and beyond towards Program completion. We are committed to the continued reverse mentorship with our MWBE firms. BC recognizes the value Peak and Quantum bring to the table as businesses partners within Denver and their ties to the local community. As MWBEs, these firms provide a diverse set of voices, experiences, and perspectives to the table, which provide balance to BC's team.

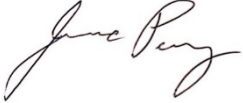
BC's commitment to EDI starts with our Balance and Belonging 10 commitments, but it does not end there. Our people-first philosophy is central to who we are as a company—from being employee-owned to the work we do every day for our clients and our communities. That is why doing what we can to create an inclusive workplace for our people is so important. We have built a 5-year strategy and road map to embed EDI in everything we do. We continue to double down on our commitment through our diversity partnerships with Disability In, Out & Equal, and SWE. Our future investments include expanding our Diversity Recruitment Program, providing additional scholarship awards, enhancing our succession planning, and creating balanced talent practices that further the development and advancement of our team. We invite you to review our [Balance and Belonging 2022 Annual Report](#).

Embracing diversity, striving for equity, and fostering inclusion isn't a headcount goal. It's a commitment to building a community where every voice is heard, every perspective is valued, and every individual is empowered to thrive. — Andrea Hall, Senior Director, Diversity and Inclusion, Brown and Caldwell

EXHIBIT E

MWBE Equity, Diversity, and Inclusion Plan

This agreement has been executed by the signatories listed below. In addition to applicable provisions of the MWBE Ordinance and corresponding Rules and Regulations, Brown and Caldwell will comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by Brown and Caldwell, and approved by DSBO, beginning in June of 2025 or at the request of DSBO.



June Perry
MWBE Coordinator

June 13, 2024

Date



Marina Logachev
Compliance Manager, Division of Small Business Opportunity (delegated authority by DSBO)
June 14, 2024 Director

Date



Joseph Seracuse
Vice President, Principal-in-Charge

June 13, 2024

Date