

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR ON CALL PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “City”), and **GEOSYNTEC CONSULTANTS, INC.**, a corporation organized under the laws of the state of **Florida** 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 professional consultant(s) to provide environmental site remediation services to assist in implementing the PFAS Voluntary Cleanup Program (“VCUP”) for the City, 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”);
and

WHEREAS, City has undertaken a competitive process (through RFP No. 202472370-00) 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 Site Remediation 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 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 shall issue particular projects under this agreement (“Task Orders”). The terms of each Task Order will include but are not limited to schedule, staffing, and pricing, 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 Liability.

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 City 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 designated 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 Denver Revised Municipal Code ("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. Notwithstanding the foregoing, the Consultant retains all right and title in any and all of its own intellectual property that pre-dates or otherwise was prepared outside the scope of this Agreement.

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 five (5) 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 either:

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

D. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 3.02.C.2., Consultant shall have 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 thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 3.02.F. below.

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

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 **Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00)** (“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 Liability.

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 Liability 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 Liability 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, 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's judgment, 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 hourly 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 original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

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

D. Unless specifically excepted in writing by City's Risk Management Administrator, Consultant shall include all 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:

Rebecca Daprato
Geosyntec Consultants, Inc.
44 Union Blvd Suite 620
Lakewood, CO 80228
RDaprato@Geosyntec.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. 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.

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.

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

D. Consultant agrees to ensure that its activities under this Agreement are conducted

in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

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

6.16 NON-EXCLUSIVE RIGHTS.

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 consultants or contractors 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.

6.17 PAYMENT AND PERFORMANCE BONDS:

A. The City may require the Consultant to obtain, at Consultant's cost, Payment or Performance Bond(s), satisfactory to the City, and on forms required by the City, to ensure that Consultant will perform the work in accordance with this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. Any Attorneys-in-Fact who sign a Payment or Performance Bond must file with such Bond a certified copy of their Power-of-Attorney to sign such Bond that is certified to include the date of the Bond.

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 11%. 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 SVP or their designated Project Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this 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 SVP or their designated Project Manager, 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-202474287-00
Contractor Name: GEOSYNTEC CONSULTANTS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202474287-00
GEOSYNTEC CONSULTANTS, INC.

Signed by:
By: Rebecca C. Daprato
FBB35B3EAD32484...

Name: Rebecca C. Daprato
(please print)

Title: Senior Principal/VP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 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 – Scope of Work

Environmental Site Remediation SOW

Scope of Services:

The City and County of Denver Department of Aviation (Aviation) is undergoing a program to characterize, and if required, remediate environmental media that have potentially been impacted by historic pollutant releases. Aviation is seeking contractor(s) to provide environmental site remediation services to assist in implementing this program. Aviation intends to engage in separate contracts for environmental restoration program management and site characterization. While work under this contract will be directed and overseen by the Aviation Program Manager, day-to-day work will be directed and overseen by the Environmental Restoration Program Management contractor on Aviation's behalf. 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). Other projects may be added to this program as needed. Work will be authorized on a Task Order basis under this contract.

The successful contractor(s) 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 authorized by a notice to proceed, including any changes thereto. Examples of possible projects include remediation of discrete PFAS Recognized Environmental Condition (RECs) areas at DEN to CDPHE VCUP standards, remediation of remaining contamination at closed oil and gas production sites at DEN to ECMC standards, and site scale groundwater remediation focused on preventing off site migration of contaminated groundwater. To accomplish this remediation work, task authorizations may include work to develop and implement area and task- specific remediation plans, implementing the approaches, conducting confirmation sampling, and long-term monitoring of environmental conditions including natural attenuation. Remediation work is anticipated to include surface and subsurface remediation of soil and water. Regular communication with Aviation's Environmental Restoration Program Management contractor is expected. Contractor(s) may work with Aviation's Environmental Restoration Program Management contractor to plan and execute the work described above, and may be required to submit to them all work plans, sampling results, and other reports. Other related work will be authorized on a task order basis as needed.

Examples of Expected Tasks

- Planning and executing site remediation projects under DEN's PFAS VCUP. These projects may include:
 - Remediation of Recognized Environmental Conditions (RECs) for PFAS if remediation is found to be necessary. As shown in Exhibit D.
 - Remediation of PFAS RECs to applicable 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

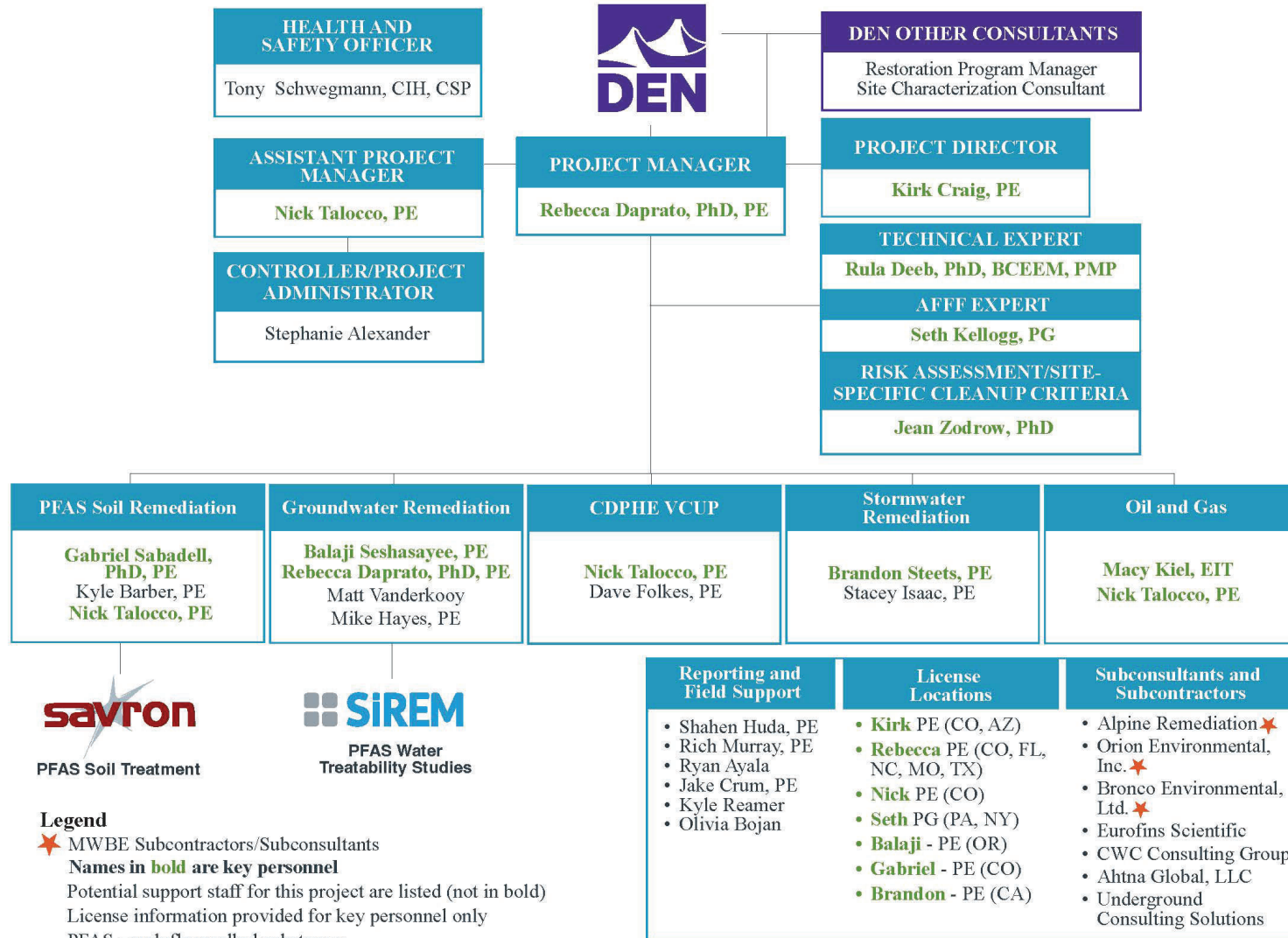
EXHIBIT A – Statement of Work

environmental conditions. Remediation work could include surface and subsurface remediation of soil and water.

- If found to be necessary, sitewide groundwater remediation, focused on prevention of offsite migration of groundwater containing PFAS on the DEN property shown in Exhibit D.
- Planning and executing 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. Remediation work could include surface and subsurface remediation of soil and water.
- Confirmation sampling.
- Preparation of Work Plans detailing remedial work to be performed.
- Preparation of periodic and final remediation reports detailing the remedial work performed, results of confirmation sampling, and justifications of closed requests.
- Preparation of other reports, as needed.
- Regular communication with DEN's Program Management contractor. Contractor may work with the Program Management contractor to plan and execute the work described above and may submit to them all work plans, sampling results, and other reports.
- Regular communication with regulatory agencies with regards to environmental investigation and remediation projects.
- Other tasks as needed.

5. Key Personnel and Ability to Respond

Organization Chart



Key Personnel

Brief biographies for the key personnel are included below and resumes are provided in our **Resumes** tab.



Rebecca Daprato, PhD, PE: Project Manager

Dr. Daprato is an environmental engineer with approximately 20 years of experience in the environmental engineering field. Her professional experience includes site assessments; remedial alternative evaluations; remedial system design, construction, operation, and optimization; and vapor intrusion. Dr. Daprato is an instructor for the Princeton Groundwater Remediation Course and teaches on ex situ treatment, which includes technologies such as granular activated carbon and ion exchange and covers PFAS treatment technologies.



Nick Talocco, PE: Assistant Project Manager and VCUP Lead

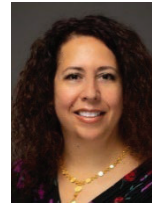
Mr. Talocco has 23 years of environmental experience managing complex environmental projects involving remediation design and implementation of a variety of treatment technologies. Nick has managed and served as the lead engineer for multiple remediation projects completed under the Colorado VCUP and through the Wyoming Department of Environmental Quality, Voluntary Remediation Program. Nick has designed various remedial technologies at commercial, industrial, and oil and gas production facilities. This has included leading or actively participating in the design of PFAS water treatment systems. He has experience designing, optimizing and operation of over 50 remedies across the mountain west. Nick at previous employers completed remedial activities for the City and County of Denver under the City and County of Denver's On-Call Environmental Contract and worked for all the major oil and gas producers in Colorado (e.g., Oxy Petroleum, Chevron, etc.).



Kirk Craig: Project Director

Mr. Craig is an environmental engineer and has worked in the professional engineering, water treatment, and environmental fields since 1996. He

has overseen water treatment system design and construction activities at a variety of sites in Colorado and throughout the United States. His water treatment and environmental engineering experience includes the design, construction, optimization, and operation of hundreds of water treatment systems and remedies using a variety of innovative and cutting-edge technologies. This includes notable experience treating various recalcitrant and emerging contaminants such as PFAS, 1,4-dioxane, and perchlorate.



Rula Deeb, PhD, BCEEM: Technical Expert

Dr. Deeb has focused much of her career on complex soil and groundwater sites and emerging contaminants including PFAS. In addition to actively leading PFAS projects, Rula is heavily involved in research and development programs to design and advance practical and cost-effective remedial solutions and inform best-value management strategies for PFAS. She has also advanced the state of practice on PFAS by organizing webinars and conferences with a strong PFAS focus.



Seth Kellog, PG: AFFF Expert

Ms. Kellogg has become a leader in evaluating and managing sites contaminated by AFFF/PFAS including PFAS evaluations at Stewart International Airport and Los Angeles International Airport and evaluating AFFF systems at multiple airports around the United States. She has considerable experience working with state regulators in determining courses of action considering rapidly evolving AFFF/PFAS regulations at the federal and state levels.



Jean Zodrow, PhD: Risk Assessment/Site-Specific Cleanup Criteria Lead

Dr. Zodrow has more than 18 years of experience in environmental toxicology, ecological risk assessment, bioaccumulation and bioavailability of environmental contaminants, biological assessments, and water quality criteria review. Her experience includes ecological risk assessments at contaminated sites involving PFAS. She was the lead for one of the Strategic Environmental Research and Development Program’s projects developing PFAS risk-based screening criteria.



Gabriel Sabadell, PhD, PE: Soil Remediation Lead

Dr. Sabadell has more than 30 years of experience providing scientific and engineering consulting services for environmental remediation, waste management, and water resource management. He has successfully overseen projects at over 350 facilities utilizing a broad range of remediation technologies. Dr. Sabadell has been responsible for managing practice area groups and multidisciplinary project teams responsible for performing research, conducting remedial investigations and feasibility studies, implementation of treatability studies, and implementing a wide range of interim and final remedial actions for soil and groundwater.



Balaji Seshasayee, PE: Groundwater Remediation Lead

Mr. Seshasayee has 14 years of experience in water/wastewater treatment. He is experienced in treatment system design, project execution, operations support, and troubleshooting. He has designed many treatment systems for emerging contaminants including PFAS.



Brandon Steets, PE: Stormwater Remediation Lead

Mr. Steets is an expert in stormwater quality management, source investigation, modeling, and regulations/permitting. He is a leader in applied research, having coauthored numerous peer-reviewed publications with university researchers, co-led multiple SERDP stormwater studies for the Department of Defense, and developed guidance on sediment recontamination and design and performance of passive stormwater treatment for PFAS.



Macy Kiel, EIT: Oil and Gas Lead

Ms. Kiel is an environmental engineer with 7 years of experience in the environmental industry. Ms. Kiel managed multiple remediation systems at varying stages of remediation at oil and gas sites including remedial investigation, data management, system design, installation, operation, maintenance, optimization, and site closure.

Subcontractor Qualifications

Alpine Remediation



Alpine Remediation (Alpine) has many years of experience conducting vapor, soil, and water sampling. Their experience allows them to efficiently collect samples within budget. Alpine Remediation also understands that not all sites can be sampled during conventional business hours due to heavy traffic or other constraints and are willing to work outside normal business hours to complete a project. In addition, their state-of-the-art drilling equipment easily access variable and difficult terrains. Whatever the time constraints or terrain challenges, Alpine Remediation is ready to make client projects productive, efficient, and cost-effective. **Alpine is a registered women-owned business with the City and County of Denver.**

Type of Work Assigned: Alpine has drilling equipment to install groundwater extraction wells as



Resumes



**REBECCA C.
DAPRATO, Ph.D., PE**

PROPOSED ROLE

Project Manager

**LENGTH OF TIME AT
GEOSYNTEC**

17 Years

EDUCATION

- Ph.D., Environmental Science and Engineering, Rice University, 2007
- M.S., Environmental Science and Engineering, Rice University, 2001
- B.S., Chemical Engineering and Chemistry, Florida State University, 1999

REGISTRATIONS

- Professional Engineer (CO, NC, MO, TX, FL)

AFFILIATIONS

- National Groundwater Association

Dr. Daprato is an environmental engineer with approximately 20 years of experience in the environmental engineering field. Her professional experience includes site assessments, remedial alternative evaluations, remedial system design, construction, operation, and optimization, and vapor intrusion. She is an instructor for the Princeton Groundwater Remediation Course and teaches on ex-situ treatment, which includes technologies such as granular activated carbon and ion exchange and covers PFAS treatment technologies.

RELEVANT EXPERIENCE

Site Investigation and Remedial Design at Closed Landfill | BFI Waste Systems of North America, LLC | Clay County, Missouri

Project Manager for the corrective action implemented at a closed mixed municipal solid waste and hazardous waste landfill where impacted groundwater (F039) and dense non-aqueous phase liquid (DNAPL) were discharging to an on-site stream. The contaminants of concern include volatile organic compounds (VOCs), semivolatile organic compounds, herbicides, pesticides, dioxins, and metals. She was the and engineer of record (EOR) for the design of a streambank interceptor trench, groundwater interceptor trench, seep collection system, and groundwater extraction system designed to collect F039 impacted groundwater, and for the on-site water treatment plant (WTP) designed to treat the water collected. The WTP includes an oil water separator to remove DNAPL, greensand filtration for removal of metals, advanced oxidation with ultraviolet light and hydrogen peroxide for removal of organic constituents, air stripping for removal of VOCs, and liquid phase and vapor phase granular activated carbon as polishing. She also managed the procurement, construction, and operation of the collection systems and WTP.

Resource Conservation and Recovery Act (RCRA) Program | National Aeronautics and Space Administration | Kennedy Space Center (KSC), Florida

Project Manager/Project Director and EOR for remedial alternative evaluations (RAEs), remedial designs, remedial implementation, and operation, maintenance, and monitoring (OM&M). At seven KSC facilities, she did one or more of the following: prepared RAEs to evaluate remedial action and associated cost; prepared designs and design documents, managed the construction/implementation of the remedy, prepared construction completion documents, and oversaw the OM&M. The remedial actions implemented included excavation, air sparging, biosparging, bioremediation (using high and low pressure injection with biostimulation and bioaugmentation), and monitored natural attenuation.

At Launch Complex 39B, she designed the air sparge system to treat groundwater impacted with chlorinated VOCs to mitigate discharge of impacted groundwater to an adjacent sensitive surface water body. The air sparge system included the installation of 279 air sparge wells with 14,000 linear feet of trenching and 65,000 linear feet of piping. Construction was completed in 6-months with zero safety incidents. The system achieved the objectives within 2-years of operation. The project won the 2020 Outstanding Groundwater Remediation Award from the National Ground Water Association ([Geosyntec Wins 2020 Outstanding Groundwater Remediation Award from National Groundwater Association](#))



NICK TALOCCO, PE

PROPOSED ROLE

Assistant Project Manager

LENGTH OF TIME AT GEOSYNTEC

1.5 Years

EDUCATION

- B.S., Civil Engineering, University of Colorado
- B.A., Biology, Carson Newman University

REGISTRATIONS

- Professional Engineer (CO PE #45000)
- Colorado Recognized Environmental Professional, CDEL-OPS No. 32

AFFILIATIONS

- Interstate Technology and Regulatory Council
- American Society of Civil Engineers
- National Groundwater Association

Nick has over 23 years of environmental experience in managing complex environmental projects involving remedial design, implementation, and operation and maintenance related specifically to water treatment for volatile organic compounds, semivolatile organic compounds, inorganic metals, and per- and polyfluoroalkyl substances (PFAS). Nick's experience includes managing projects and staff associated with permanent and temporary water treatment facilities exceeding \$6 million in total budget, which were completed within budget and on schedule. Nick has developed remedial action plans and implemented completion of the remedial actions under the Colorado Voluntary Cleanup Program (VCUP). Nick has managed and completed work throughout the western United States and locally in Colorado for the City and County of Denver, the City of Fort Collins, the City of Lakewood, Anadarko Petroleum, Shell Oil Products US, and other public and private clients.

RELEVANT EXPERIENCE

29th Avenue Cleaners | Denver, CO

Mr. Talocco served as the project manager and lead designer for a low flow in situ chemical oxidation (ISCO) remediation system to remediate dense non-aqueous phase liquid (DNAPL) trapped in fractured bedrock at a historical dry cleaner facility. He led a team that developed a conceptual site model (CSM), developed remedial objectives, selected, and installed the treatment technology, and completed groundwater monitoring to verify remedial performance goals.

Shell Oil Products US | CO, WY, MT

Mr. Talocco served as the project manager and lead engineer for remedial actions completed at 40 legacy Shell Oil Products US service stations and bulk terminals facilities. This work included the completion of pilot test and remedial action assessments and implementation. Remedial actions completed included soil vapor extraction, carbon-based injections, light non-aqueous phase liquid (LNAPL) extraction, and risk based and natural source zone depletion modeling. He was the design engineer for air sparge, soil vapor extraction, and multi-phase extraction systems. He led a team of staff that completed remedial action pilot testing, operation and maintenance, groundwater monitoring, and reporting activities.

Oil and Gas Production Facility Remediation - Confidential Oil and Gas Client | Weld County, CO

Mr. Talocco served as lead engineer completing remedial designs for multiple oil and gas production facilities during the transfer from one operator to another to complete remedial efforts and obtain closure letters to remove the environmental liability. He completed a review of historical site characterization soil and groundwater sampling results to build a CSM for each location and identify any data gaps that might be present. Nick then completed a remedial evaluation for each property based on the site-specific details. He reviewed groundwater analytical results to evaluate the performance of the remedial systems and guided staff on operation changes to optimize system performance. Nick closed the site with approval from the Colorado Oil and Gas Conservation Commission (now the Energy and Carbon Management Commission [ECMC]).



KIRK CRAIG, PE

PROPOSED ROLE

Project Director

LENGTH OF TIME AT GEOSYNTEC

14 Years

EDUCATION

- M.S., Environmental and Science Engineering, Colorado School of Mines, 2001
- B.S., Zoology, Undergraduate Environmental Engineering Studies, University of Florida, 1996

REGISTRATIONS

- Professional Engineer (CO PE #38402 AZ)
- AZ Class A – General Engineering Contractors' License No. 278710
- Faculty Associate, Arizona State University, Env. Engineering Program

Kirk Craig is a Senior Principal Environmental Engineer and has worked in the professional engineering, water treatment, and environmental fields since 1996. One area of his expertise is in the remediation of impacted soil, soil gas, surface water, and groundwater at municipal, industrial, and commercial properties, including per- and polyfluoroalkyl substances (PFAS). For the past 5 years, he has co-instructed an investigation and treatment design course at Arizona State University.

Kirk has overseen water treatment system design and construction activities at a variety of sites in Colorado and throughout the United States. His water treatment and environmental engineering experience includes the design, construction, optimization, and operation of hundreds of water treatment systems and remedies using a variety of innovative and cutting-edge technologies. This includes notable experience treating various recalcitrant and emerging contaminants such as PFAS, 1,4-dioxane, and perchlorate.

RELEVANT EXPERIENCE

Groundwater Extraction and Treatment System | Tyco Fire Products LP | Marinette, WI

Principal Engineer responsible for the design, permitting, construction and startup of an approximate 225 gallon per minute (gpm) groundwater extraction and treatment system (GETS) for remediation of PFAS-contaminated groundwater. Responsible for pre-design investigations and studies, extraction well network, conveyance piping, and the treatment system design, and obtaining the necessary permits to discharge the treated effluent. The treatment system includes specialized pretreatment, granular activated carbon and ion exchange (IX) resin for PFAS treatment and is housed in a 12,500 square-foot pre-engineered metal building. The system has been operating since January 2023 and is meeting performance criteria.

Groundwater Treatment System | Confidential Municipality | New England

Principal Engineer responsible for the preliminary design of an approximate 750-gpm carbon treatment system for PFAS removal from a primary municipal drinking water production well. The preliminary design and associated performance requirements were utilized for an accelerated three-month construction timeframe to avoid loss of approximately 70% of the associated city's water supply during the high-demand summer months.

Phoenix-Goodyear Airport-North Federal Superfund Site Arizona

Senior Engineer in charge of all remediation associated with a 6-mile long and 3-mile wide plume of groundwater impacted with trichloroethene and perchlorate. The scope of work included the optimization, operation, and maintenance of 4 groundwater treatment systems (>2,000 gpm) utilizing IX for perchlorate and air stripping or liquid-phase carbon for VOC removal; and design/installation of approximately 29,000 feet of HDPE groundwater conveyance piping across city boundaries, through multiple properties, and in major city streets.


**RULA DEEB, Ph.D.,
 BCEEM, PMP**
PROPOSED ROLE

Technical Expert

**LENGTH OF TIME AT
 GEOSYNTEC**

10 Years

EDUCATION

- PhD, Civil and Environmental Engineering, University of California, Berkeley, 1999
- MS, Civil and Environmental Engineering, University of California, Berkeley, 1994
- BA, Chemistry and Mathematics, Warren Wilson College, 1991

REGISTRATIONS

- Board Certified Environmental Engineering Member
- Project Management Professional

Dr. Rula Deeb's technical expertise includes the cross-media fate and transport of contaminants and the remediation of complex soil and groundwater sites impacted by non-aqueous phase liquids (NAPL). Her focus on emerging contaminants has promoted awareness and improved the understanding of the sources, occurrence, fate and transport, and behavior of these compounds (including per- and polyfluoroalkyl substances (PFAS)), 1,4-dioxane, methyl tertiary butyl ether [MTBE] and other fuel oxygenates, perchlorate, n-nitrosodimethylamine [NDMA], endocrine disrupting chemicals [EDCs], pharmaceuticals and personal care products [PPCPs], and others in natural and treatment environments. Dr. Deeb is heavily involved in R&D programs to design and advance practical and cost-effective remedial solutions and inform best-value management strategies for PFAS. She routinely provides litigation support services, including forensic investigations, source identification, and expert opinions regarding PFAS fate and transport, exposure, health effects, and other adverse outcomes as well as cost allocation and remedial cost estimates.

RELEVANT EXPERIENCE
Hydrothermal Treatment to Destroy PFAS in Investigation-Derived Waste | Confidential Client | Golden, Colorado

Project manager for a research project investigating hydrothermal treatment of PFAS and co-contaminants in investigation-derived wastes teaming with Colorado School of Mines for laboratory testing. Results show that the addition of reactive amendments, elevated temperature, and elevated pressure can successfully destroy PFAS present in waste soils and groundwater.

State PFAS Characterization and Remediation | Confidential Airport Client | New York

Project director of response to an AFFF accidental release at an airport where multiple prior releases of AFFF have occurred. Geosyntec's initial response included design and operation of an on-site temporary stormwater treatment system, implementation of engineering controls, forensic evaluation of PFAS and Total Oxidizable Precursors assay data, and desktop evaluation of other potential PFAS sources. Geosyntec conducted an investigation to evaluate the extent of the release and is designing infrastructure improvements to mitigate the migration of release-related materials.

PFAS Investigation Work Plan at a Southern California Airport in Response to State Water Board Order | Confidential Client | Los Angeles World Airport and Burbank Airport, CA

Technical Advisor for preparation of PFAS investigation work plan which designed multiple phases of investigation in soil and groundwater. Proposed investigation required extensive planning and coordination with Airport operations department, tenants, and other airport departments. FAA 7460 permits were obtained for airfield locations adjacent to the runways. Under the FAA 7460 permits, Geosyntec coordinated activities with the Airport Manager, Airport Operations, and Airport Traffic Control Tower. Area Shut-down Requests were coordinated to complete investigation near the runways, taxiways, and/or gates.



SETH KELLOGG,
PG

PROPOSED ROLE

AFFF Expert

**LENGTH OF TIME AT
GEOSYNTEC**

6 Years

EDUCATION

- MS, Geology, Indiana University, 2003
- BA, Geology, Alfred University, 1994
- BA, Environmental Studies, Alfred University, 1994

REGISTRATIONS

- Professional Geologist, NY and PA

AFFILIATIONS

- National Ground Water Association Board of Directors
- National Ground Water Association Scientists and Engineers Section Chair
- PFAS Solutions Board of Directors

Ms. Kellogg also has 27 years of experience in the areas of project management, project planning, remedial investigation, feasibility study, remedial design, data evaluation, and report preparation. As a geologist on various projects, Seth has worked with state regulators in determining courses of action considering rapidly evolving Aqueous Film Forming Foams/ per-and polyfluoroalkyl substances (AFFF)/ including per- and polyfluoroalkyl substances (PFAS) regulations at the federal and state levels. She has designed and lead over 20 PFAS-specific investigations and has successfully negotiated remedial strategies and no further action outcomes for PFAS sites. Ms. Kellogg has become a leader in evaluating and managing PFAS including co-authoring the first PFAS best practices guidance (NGWA 2018), educating industry professionals on the unique challenges of characterizing and remediating PFAS and providing technical advice to congressional and state staff on PFAS policy.

RELEVANT EXPERIENCE

Emergency Response and Site Investigation | Stewart International Airport | Newburgh, NY

Ms. Kellogg is leading a response team for a release of AFFF. Geosyntec designed and procured an on-site water collection and treatment system to manage and treat PFAS impacted stormwater, which we have optimized to address seasonal changes in water quality and quantity. This system has operated for over two years while we negotiated a remedy with the state and successfully treated over 3 million gallons of water. The Remedial Action Work Plan was approved by New York State Department of Environmental Conservation (NYSDEC) to implement cured in place pipelining (CIPP) and geosynthetic lining of an impacted basin. Construction is complete on the CIPP portion of the remedy, and we are in the process of prove-out. The construction will be complete on the basin liner in summer 2024. Following construction, we will prepare the Final Engineering Report.

AFFF Transition Regulatory Support | Confidential Client | Multiple Locations

Ms. Kellogg her team are supporting our client in understanding the requirements, rules, and regulations regarding state limitations on AFFF usage and reporting requirements, including in Colorado. Seth and her team are evaluating AFFF systems at multiple sites. The process hazard analysis considered the type of foam system (high expansion, low expansion) and the location (fixed or mobile). Concentrate samples were collected from all systems and analyzed for PFAS concentrations. Evaluation of each site included site specific regulations for PFAS, bulk storage requirements, insurance requirements, required process or infrastructure changes, mutual aid partners and local authorities having jurisdiction (AHJs).



**JEAN ZODROW,
PHD**

PROPOSED ROLE

Risk Assessment/Site-Specific Cleanup Criteria

LENGTH OF TIME AT GEOSYNTEC

4 Years

EDUCATION

- Ph.D., Toxicology, University of Colorado, 2003
- M.S., Environmental Sciences, University of Colorado, 1996
- B.S., Biology, University of Colorado, 1993

CERTIFICATIONS

- Certified Environmental Risk Assessor
- International Board of Environmental Risk Assessors Diplomate

AFFILIATIONS

- Society of Environmental Toxicology and Chemistry

Dr. Zodrow has more than 18 years of experience in environmental toxicology, ecological risk assessment, bioaccumulation and bioavailability of environmental contaminants, biological assessments, and water quality criteria review. Her experience includes ecological risk assessments at contaminated sites involving polychlorinated biphenyls (PCBs), metals, and per- and polyfluoroalkyl substances (PFASs). She was the lead for one of the Strategic Environmental Research and Development Program’s projects developing PFAS risk-based screening criteria.

RELEVANT EXPERIENCE

PFAS Receptor Study | SeaTac | Seattle, WA

Part of project team that identified potential PFAS source areas at Seattle Tacoma International Airport and performed initial review of recently collected groundwater and soil data as well as publicly available information regarding potentially affected environmental media. Performed preliminary evaluation of exposure pathways and potential PFAS receptors for each source area.

Approach for Assessing PFAS Risk to Threatened and Endangered Species | US Department of Defense SERDP ER18-1653

Developed comprehensive risk-based approach for evaluating potential ecological impacts on threatened and endangered (T&E) species associated with Aqueous Film-Forming Foam (AFFF) impacted sites. Developed PFAS risk-based screening criteria and risk-based screening levels for ecological receptors, including representative T&E species and surrogate receptors selected based on PFAS specific risk factors (e.g., biomagnification and trophic level exposures, and species-specific toxicity). A manuscript was prepared, accepted, and published in a peer-reviewed journal.

Terrestrial Human Health and Ecological Risk Assessment, Formerly Used Defense Site, Ahthna, Inc, Ogliuga Island, AK

Evaluated chemical fate and risks associated with petroleum hydrocarbons, polycyclic aromatic hydrocarbons, PCBs, metals, and other chemicals in soil, water, and aquatic sediment at a formerly used defense site on a 2,300 acre island. Risk assessment included chemical presence, conducted food web modeling, and evaluated ecological risks. Used Incremental Sampling Methodology (ISM) to streamline data and risk analysis and evaluate natural background values. Characterized over 250 sources and the risk assessment identified 14 sources requiring further assessment. The risk assessment reduced the area requiring remediation to 2.5 acres.

Ecological Risk Assessment of PFAS | Confidential Client | AZ

Developed Risk Assessment Work Plan for Quality Assurance Project Plans (QAPP) at a former Air National Guard Base to evaluate ecological risks and fate associated with PFAS at an AFFF impacted site. Will develop an ecological exposure assessment for both terrestrial and aquatic receptors including food web modeling to quantify PFAS exposures to wildlife.



**GABRIEL
SABADELL, PHD, PE**
PROPOSED ROLE

Soil Remediation Lead

**LENGTH OF TIME AT
SAVRON**

6 Years

EDUCATION

- Ph.D. Colorado State University, Civil Engineering (Groundwater Hydrology), 1989
- M.S. University of Virginia, Chemical Engineering, 1985
- B.S. Carnegie Mellon University, Chemical Engineering, 1982

REGISTRATIONS

- Licensed Professional Engineer, Colorado, 0029887

AFFILIATIONS

- American Institute of Chemical Engineers
- American Society of Civil Engineers
- National Groundwater Association

Gabriel is a Principal of Savron, a division of Geosyntec Consultants International, Inc. Dr. Sabadell has more than 30 years of experience providing scientific and engineering consulting services for environmental remediation, waste management, and water resource management. He has successfully overseen projects at over 350 facilities nationwide and abroad and utilizing a broad range of remediation technologies. Dr. Sabadell has been responsible for managing practice area groups and multidisciplinary project teams responsible for performing research, conducting remedial investigations and feasibility studies, implementation of treatability studies, and implementing a wide range of interim and final remedial actions for soil and groundwater. Immediately prior to joining Savron, Dr. Sabadell was the Soil Remediation Research program manager for Chevron's Energy Technology Company (ETC) Environmental Technology Unit, where he directed technology research and development including petroleum hydrocarbons, chlorinated solvents, pesticides, and per- and polyfluoroalkyl substances (PFAS). He is currently managing STARx projects for top-tier clients primarily in oil and gas. The STARx technology is a rapid, safe, and cost-effective treatment option for soils impacted with PFAS. The STARx systems are scalable and can be used to treat PFAS impacted soil investigation-derived waste.

RELEVANT EXPERIENCE

STARx Demonstration for PFAS Waste Treatment | Confidential Client | Ontario, CAN

Senior Advisor for a research project assessing the STARx treatment of spent PFAS containing Granular Activated Carbon (GAC).

STARx On-Site Demonstration for Remediation of PFAS Contaminated Soil | DOD | CA

Senior Advisor for the treatment of PFAS-impacted soils, sediments, and spent GAC. The scope includes evaluating potential impacts of soil type, moisture content, and PFAS and co-contaminant concentrations on treatment robustness and effectiveness.

STARx Full-scale Mobile System for Remote Site Remediation of PFAS Contaminated Soil | Defense Innovation Unit Project | AK

Senior Advisor for the design and implementation of a STAR_{Express} plant for treating PFAS contaminated soil blended with spent PFAS-containing GAC. The project is to treat >500 cubic yards starting late-Spring 2024.

STARx Systems for Soil and Sludge Remediation | Chevron (multiple locations globally)

Initially as Chevron technical lead and currently as Savron Program Director for implementation of STARx soil and sludge remediation projects. Projects range from a full-scale plant in Kuwait for the treatment of 300,000 cubic meters (m³) of crude oil sludge and 1,000,000 m³ of crude oil contaminated soil (currently in second year of operation), to small-scale treatment plants in southeast Asia, to pilot scale demonstration in California.



**BALAJI
SESHASAYEE, PE**

PROPOSED ROLE

Groundwater Remediation
Lead

**LENGTH OF TIME AT
GEOSYNTEC**

4 Years

EDUCATION

- M.S., Civil & Environmental Engineering, Carnegie Mellon University, 2010
- B.Tech., Chemical Engineering, Anna University, 2008

REGISTRATIONS

- Professional Engineer (OR)

AFFILIATIONS

- American Water Works Association

Mr. Seshasayee is an environmental engineer with more than 13 years of experience in water/wastewater treatment. He is experienced in treatment system design, treatability testing and oversight, project execution, operations support, and troubleshooting. Mr. Seshasayee has designed several treatment systems for groundwater remediation at complex sites for emerging contaminants such per- and polyfluoroalkyl substances (PFAS) and 1,4 dioxane for federal, industrial, and municipal clients. He has also conducted and overseen several pilot and bench scale treatability studies to develop treatment designs.

RELEVANT EXPERIENCE

Treatment System for PFAS Removal from Contaminated Site | Confidential Client | Midwest US

Mr. Seshasayee led the design of a 300 gallon per minute (gpm) groundwater extraction and treatment system (GETS) for remediation of PFAS contaminated groundwater. He led the design and oversight of treatability testing for pretreatment and column testing for PFAS removal. He also led the precedent setting permitting effort for discharge of treated effluent as well as startup and commissioning for the treatment system. The GETS has treated over 100 million gallons to date with no effluent exceedances.

Treatment System Design for PFAS at Industrial Site | Confidential Client | California

Mr. Seshasayee led technology evaluation and system design for treatment of contact stormwater and dry weather flow for PFAS at an industrial site. The final design utilized ultrafiltration for suspended solids removal, specialty filters for total petroleum hydrocarbon (TPH) removal, followed by granular activated carbon (GAC) for organics removal and specialty ion exchange (IX) resin for PFAS removal. He was also involved in securing the precedent setting permits for the treatment system discharge.

PFAS Treatment of Landfill Leachate | Confidential Client | Georgia

Mr. Seshasayee leads the technology evaluation and strategy development for PFAS, treatability testing, and process design for the PFAS treatment system. The technology evaluation considered established technologies (e.g., GAC, IX, reverse osmosis, etc.) as well as emerging technologies (e.g., foam fractionation, electrochemical advanced oxidation, super critical water oxidation, enhanced pretreatment, etc.) to develop a framework for technology selection. Mr. Seshasayee, in collaboration with technology vendors, is leading treatability studies for PFAS removal from leachate and from waste activated sludge that is anticipated to be produced by the leachate pretreatment system. Treatability studies are ongoing and the results from these tests will be used to develop an overall PFAS management strategy for the landfill.



**BRANDON STEETS,
PE**

PROPOSED ROLE

Stormwater Remediation
Lead

**LENGTH OF TIME AT
GEOSYNTEC**

20 Years

EDUCATION

- MS, Environmental Engineering, University of California, 2000
- BS, Environmental Engineering, Rensselaer Polytechnic Institute, 1998

REGISTRATIONS

- Professional Chemical Engineer, California (License No. CH613)

Mr. Steets is an expert in stormwater quality management, source investigation, modeling, and regulations/permitting. He has served as designated expert on Clean Water Act litigation for over 70 industrial sites and municipal stormwater cases, and supported National Pollution Discharge Elimination System (NPDES) enforcement response. He is a leader in applied research, having co-authored numerous peer-reviewed publications with university researchers, co-led multiple Strategic Environmental Research and Development Program (SERDP) stormwater studies for the Department of Defense, and developed guidance on sediment recontamination and design and performance of passive stormwater treatment for per- and polyfluoroalkyl substances (PFAS). His projects have been recognized with awards from the National Association of Clean Water Agency (NACWA), the American Society of Civil Engineers (ASCE), and the California Stormwater Quality Association (CASQA). He has performed training for nationwide audiences, including through Interstate Technology and Regulatory Council (ITRC) and American Society of Civil Engineers. And he also is a trusted resource to regulators, having led multiple high-profile studies for the California State Water Board that may form the basis of new statewide regulations or policy modifications.

RELEVANT EXPERIENCE

PFAS Stormwater Remediation | Confidential Fuel Terminal | San Francisco, CA

Director of stormwater tasks, including assessment and mitigation of per- and polyfluoroalkyl substances (PFAS) in dry weather storm drain flows and stormwater from tank farm site following fuel tank explosion and Aqueous Film Forming Foam (AFFF) fire-fighting event. Includes regulatory liaison and establishment of PFAS Numeric Action Levels, NPDES permitting of treated stormwater and groundwater discharges, stormwater sampling/reporting, active treatment system design and operation, source control planning/implementation and performance assessment, assessment of off-site migration pathways, and study of PFAS leaching from surface soils to stormwater.

PFAS Stormwater Remediation | Confidential Air Force Base | AZ

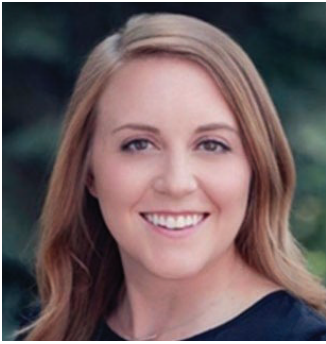
Director of stormwater tasks, reviewing stormwater sampling results, recommending source area characterization sampling, and providing input on interim measures to control PFAS in stormwater discharges from former fire-fighting testing area at air force base.

PFAS Investigation | Confidential Petroleum Refinery | CA

Project Director to evaluate refinery site for historic AFFF storage and use, and characterization of PFAS in stormwater, groundwater, industrial wastewater, and water supply. Included development of work plan, oversight of sampling, and final investigation report documenting sampling results.

SERDP Research on PFAS Leaching to Stormwater | DoD | United States

Director of study on PFAS leaching from AFFF-impacted construction materials into stormwater, with Colorado School of Mines and University of Queensland.



MACY KIEL, EIT

PROPOSED ROLE

Oil and Gas Lead

LENGTH OF TIME AT GEOSYNTEC

1 Year

EDUCATION

- BS, Environmental Engineering, Colorado School of Mines, 2017

REGISTRATIONS

- Engineering Intern (EI) in Colorado

AFFILIATIONS

- Society of Women Environmental Professionals (SWEP) Member

Ms. Kiel is an environmental engineer with 7 years of experience in the environmental industry. Ms. Kiel managed multiple remediation systems at varying stages of remediation including remedial investigation, data management, system design, installation, operation, maintenance, optimization, and site closure. Ms. Kiel has experience designing and managing air sparging, soil vapor extraction, pump and treat, and product recovery systems as well as carbon injections, excavations, monitored natural attenuation, and phytoremediation. Ms. Kiel was also responsible for associated environmental reporting and permitting for local and state agencies, including the Colorado Energy and Carbon Management Commission (ECMC). Ms. Kiel implemented safety requirements and monitored safety compliance at each remediation site.

RELEVANT EXPERIENCE

Soil Vapor Monitoring Program | Occidental Petroleum Corporation | Weld County, CO

Ms. Kiel was the lead project manager in developing a privileged and confidential soil vapor investigation program for plugged and abandoned wellheads at oil and gas facilities in accordance with ECMC regulations. She worked with the client, client attorneys, and subject matter experts on the investigation and remediation of soil vapor contamination. Ms. Kiel was responsible for developing meticulous data collection procedures and data management.

Remediation Program | Glenn Springs Holdings | Weld County, CO

Ms. Kiel managed six ongoing remediation systems at oil and gas facilities in accordance with ECMC regulations and continually assessed a portfolio of over 100 sites to design new remediation systems for. She was responsible for reviewing quarterly analytical data to evaluate the success of the remediation systems and to recommend optimization of the systems to achieve clean up goals. Ms. Kiel was the lead engineer for a sustainable remediation system located in a sensitive area.

Remediation Program | Western Midstream | Weld County, CO

Ms. Kiel managed two ongoing remediation systems at active oil and gas compressor stations in accordance with ECMC regulations. Ms. Kiel was responsible for reviewing quarterly analytical data to evaluate the success of the remediation systems and to recommend optimization of the systems to achieve clean up goals. Ms. Kiel also performed asbestos and lead-based paint surveys at active and shut-in compressor stations.

Wyott Building | Wyott Capital Group | Longmont, CO

Ms. Kiel managed a monitored natural attenuation project regulated under the Wyoming Department of Environmental Quality Voluntary Remediation Program (VRP). She managed reporting and permitting requirements as part of the VRP, as well as site investigation and remedial alternatives analyses. Ms. Kiel worked with the client and WDEQ to understand the project and program goals to develop a scope of work which meets the goals of both parties.

EXHIBIT C Rates Sheet - Geosyntec

Environmental Consulting Rates		
Category/Item	Unit	Rate
Labor*		
Senior Principal (Rebecca Daprato PM, Kirk Craig PD, Brandon Steets, Rula Deeb)	Hour	\$ 295
Principal (Gabriel Sabadell)	Hour	\$ 275
Senior Professional (Nick Talocco Assistant PM, Jean Zodrow, Balaji Seshasayee)	Hour	\$ 255
Project Professional	Hour	\$ 230
Professional (Macy Kiel)	Hour	\$ 205
Senior Staff Professional	Hour	\$ 180
Staff Professional	Hour	\$ 155
Construction Manager II	Hour	\$ 152
Construction Manager I	Hour	\$ 142
Site Manager II	Hour	\$ 132
Site Manager I	Hour	\$ 120
Senior Technician II	Hour	\$ 107
Senior Technician I	Hour	\$ 100
Technician II	Hour	\$ 89
Technician I	Hour	\$ 82
Clerical	Hour	\$ 70
Project Administrator	Hour	\$ 85
Drafter/CADD Operator/Artist	Hour	\$ 130
Senior Drafter/Senior CADD Operator	Hour	\$ 145
Designer	Hour	\$ 160
Senior Designer	Hour	\$ 190
Reimbursables**		
Geosyntec vehicle (does not include gas)	Day	\$ 100
Geosyntec vehicle (does not include gas)	Week	\$ 500
Mileage (GSA 2024 rate)	Mile	\$ 0.67
Hotel (2024 GSA Rate)	Day	\$ 201
Per Diem (2024 GSA Rate)	Day	\$ 79
Per Diem travel day (2024 GSA rate)	Day	\$ 59.25
Computer Applications	Hour	\$ 12
Field Consumable supplies	Day	\$ 41
Pass Through Rate - Subcontractor Costs and Management***		
Subcontracted Services	% Markup Per Job	12%
Direct expenses	% Markup Per Job	10%
	% Markup Per Job	0%
Footnotes		
<p>Geosyntec notes:</p> <ol style="list-style-type: none"> Rates are provided on a confidential basis and are client and project specific. Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services. Geosyntec will competitively bid cost for rental equipment and subcontractors. Rental cars may be used if the Geosyntec vehicle is not available and will be charged based on quotes provided from rental vehicle company. Field consumables rate covers consumable supplies such as gloves, paper towels, ice, twine, sample tubing, etc. Field and reporting staff labor category ranges from Staff Professional to Project Professional (depending on the scope of work). Construction management fee presented upon request. <p>RFP Notes:</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>		

EXHIBIT C

Rates Sheet - Bronco Environmental Ltd.

Environmental Consulting Rates		
Category/Item	Unit	Rate
Labor*		
Senior Engineer/Geologist	Hour	\$ 175
Project Manager/Geologist	Hour	\$ 160
Project Manager (Field)	Hour	\$ 145
Environmental Scientist (Field/Travel)	Hour	\$ 125
CADD	Hour	\$ 135
Truck Daily Rate	Day	\$ 150
Mileage (GSA 2024 rate)	Mile	\$ 0.67
Tolls	Mile	at cost
Sampling Equipment	Sample	\$ 75
Pass Through Rate - Subcontractor Costs and Management***		
Subcontracted Services	% Markup Per Job	15%
	% Markup Per Job	10%
	% Markup Per Job	0%
Footnotes		
RFP Notes: 1. Sampling equipment includeds (e.g., Bailers, gloves, bags, ice, twine, tools, tablet, etc.). *Add or edit categories as necessary to match your firm's labor categories; identify proposed project manager. **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. ***City and County of Denver may request its consultants to provide competitive bids for subcontracted services, supplies, materials.		

EXHIBIT C

Rates Sheet - CWC Consulting Group

Environmental Consulting Rates		
Category/Item	Unit	Rate
Labor*		
Principal / Division Manager	Hour	\$ 205
Survey Project Manager	Hour	\$ 165
Senior Project Surveyor	Hour	\$ 125
Project Surveyor	Hour	\$ 105
Senior Surveyor Technician	Hour	\$ 90
Survey Technician	Hour	\$ 75
FIELD SURVEY PARTY		
One Person Party	Hour	\$ 185
Two Person Party	Hour	\$ 225
OFFICE ADMINISTRATION SERVICES		
Project Administrator	Hour	\$ 60
3D SURVEYING/SCANNING HDS SERVICES		
3D One Person Party	Hour	\$ 225
3D Two Person Party	Hour	\$ 275
3D Survey Technician	Hour	\$ 125
Reimbursables**		
Bond Print/Plot - Large Format	Square foot	\$ 0.75
Mylar Film Print/Plot - Large Format	Square foot	\$ 2.25
Bond Print/Plot - 11"x17"	Page	\$ 0.50
Bond Print/Plot - 8.5"x11"	Page	\$ 0.25
Pass Through Rate - Subcontractor Costs and Management***		
Subcontracted Services	% Markup Per Job	25%
Footnotes		
RFP Notes: *Add or edit categories as necessary to match your firm's labor categories; identify proposed project manager. **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. ***City and County of Denver may request its consultants to provide competitive bids for subcontracted services, supplies, materials.		

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.

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

DSBO Goal Established: 11% Minority and Women-Owned Business Enterprise (MWBE)

GEOSYNTEC'S COMMITMENT: 11%



Prepared by:



Prepared for:



Geosyntec Consultants, Inc.
RFP No. 202472370 | Environmental Site Remediation

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**At Geosyntec, we are dedicated to fostering an inclusive,
equitable, and diverse environment for all employees, clients,
partners, and communities we serve.**

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

1. Introduction to the MWBE EDI Plan



INCLUSION | DIVERSITY | EQUITY

Geosyntec fully supports the City of Denver’s (City) commitment to advance multicultural business equity, diversity, inclusion, and sustainability by increasing the capacity of historically underutilized businesses, including certified small, minority-owned, and women-owned businesses. Geosyntec is fully aligned with the City’s Division of Small Business Opportunity (DSBO) mission to strengthen the City’s small, minority-owned, and women-owned business community. We are

committed to meeting the required participation goals for this contract and will ensure small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the project.

We have prepared a summary table (**Table 1**) to address the “New Minority and Women Business Enterprise (MWBE) Equity, Diversity, and Inclusion (EDI) Requirements” as provided by **Antonio Anduaga Bocanegra** Compliance Project Manager - DEN on May 31, 2024, via electronic mail. This referenced email also provided the first round of comments on the original MWBE EDI Plan submittal. This version has been modified to address the comments provided.

Table 1. MWBE EDI Plan Summary

Required Information	Abbreviated Response	Information Provided Within Plan Location
MWBE COORDINATOR	Nick Talocco is the designated MWBE Coordinator. He will be working closely with and will have direct and independent access to Rebecca Daprato, the designated Project Manager. Nick Talocco has worked on several projects in which MWBE tracking has been required. These include projects related to grants issued by the U.S. Environmental Protection Agency and City and County of Denver projects, including the National Western Center, Jackson Street Outfall, and Shoemaker Plaza. Nick Talocco has also served as project manager for the City of Denver Environmental Contract that included MWBE reporting.	See Section 2.A of this plan.
TECHNICAL ASSISTANCE & SUPPORT SERVICES	As the scope of work under this contract evolves and remediation technologies are identified, Geosyntec will offer training needed to support the program and will update this EDI Plan. At this time, we anticipate the remediation-related training could include design, implementation, operation, and optimization of the remedial technology(ies) selected. We do anticipate that sampling will be required for whatever remedial technology is implemented; therefore, Geosyntec will provide sampling-related training. Geosyntec has	See Section 2.E of this plan.

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

Required Information	Abbreviated Response	Information Provided Within Plan Location
	<p>developed a robust per- and polyfluoroalkyl substances (PFAS) sampling training program that has been implemented at over 100 sites across the United States. Our national PFAS practice hosts virtual and in-person training sessions for field staff, subcontractors, and business partners that are tailored to the specific scope and needs of the project. For this specific project, we will provide training to our subcontractors that includes, but is not limited to, the following topics listed below.</p> <ul style="list-style-type: none"> • Purpose of the PFAS standard operating procedure (SOP) • Potential for cross contamination • Examples of appropriate clothing, PPE, and PFAS-free personal care products • Equipment decontamination procedures • Sample collection procedures for various media • Commonly used PFAS-free equipment for groundwater sampling • QA/QC sample collection procedures and frequencies <p>In addition, Geosyntec will train MWBE staff on health and safety related to planned field work through development of health and safety plans and daily tailgate meetings.</p>	
<p>COMMUNICATION & VENDOR MANAGEMENT</p>	<p>Geosyntec will provide our MWBE partners with the executed contract between Geosyntec and the City that includes the terms and conditions that govern the project. The Project Manager will ensure that all provisions, terms, and conditions are communicated clearly to MWBEs partners. Contractual agreements between Geosyntec and the MWBEs will include a flow-down clause that binds them to the terms and conditions of Geosyntec’s contract with the City. For each scope of work assigned to the MWBE, Geosyntec will prepare a work order that will include the project definition, scope of work, schedule, staffing plan defining the roles and responsibilities and performance expectations, training requirements, and communications plan. The project work plan will also</p>	<p>See Section 2.E of this plan.</p>

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

Required Information	Abbreviated Response	Information Provided Within Plan Location
	<p>be shared with our MWBEs to facilitate communication of important elements needed for effective project implementation.</p> <p>To ensure compliance with MWBE utilization commitments in this plan, Geosyntec will develop an excel spreadsheet (or similar) to track subcontractor revenue billed to the project relative to overall spend. The spreadsheet will be updated monthly by Stephanie Alexander, Project Controller, to monitor progress to meeting goals. Stephanie Alexander will input information from our accounting system and Nick Talocco will provide oversight and quality control.</p> <p>Our Project Manager will be the nexus for project communication, coordination, and administration for each component of the project. This will give the City, as well as our MWBE partners, a consistent Geosyntec contact. The Project Manager will ensure that the MWBEs provide project support that aligns with the contract requirements. The Project Manager, with the assistance of the Assistant Project Manager, will also ensure that MWBEs are trained in compliance with the applicable Geosyntec work policies and procedures as well as the quality assurance (QA) program elements appropriate to the assigned task.</p>	
<p>OFFEROR'S CULTURE</p>	<p>Geosyntec’s culture strongly supports, promotes, and embodies EDI principles in all our dealings with our employees, subcontractors, subconsultants, and suppliers. We are dedicated to fostering a collaborative and rewarding environments for <i>all</i> our employees, clients, and partners, as well as for the communities we serve. We are committed to the sustained self-examination and investment required to build intercultural competence across our organization, particularly in leaders of the firm. We are a work in progress with many opportunities to continue to enhance inclusion and build greater equity and diversity.</p>	<p>See Sections 2.G.1 – 2.G.3 of this plan.</p>

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

Required Information	Abbreviated Response	Information Provided Within Plan Location
	<p>Geosyntec recognizes and appreciates the importance of creating and fostering an environment in which all employees feel included, valued, and empowered to do their best work and offer great ideas. That is a big part of our culture. We recognize that each employee’s unique experiences and perspectives contribute to our ability to create and deliver the best possible service and solutions to clients and partners. EDI principles are rooted in the firm’s core values, which include passion, inclusion, collaboration, innovation, lifelong learning, health and safety, and sustainability. Our EDI principles are also addressed in our internal Strategic Plan and our external website. We are committed to the sustained self-examination and investment required to build intercultural competence across the firm, and particularly in our leadership.</p> <p>Our commitment to EDI furthers the continued success of our business by developing and advancing meaningful partnerships with our external stakeholders and enabling our employees to build rewarding careers at Geosyntec. We believe this is essential to the core of our business: delivering sustainable and innovative solutions for improving our environment and infrastructure.</p>	
<p>MWBE UTILIZATION STRATEGIES</p>	<p>Our ongoing program of small-business outreach, vendor search tools, prequalification programs, and partnering helps us to identify and maximize use of small-business partners. Specifically, Geosyntec participates in numerous national, regional, and local small business conferences to identify small and disadvantaged business vendors and subcontractors to understand what services they can provide. We also maintain a vendor database that tracks key performance indicators (KPIs) such as diversity, safety metrics, insurance levels, qualifications, geographic presence, and client markets served. This database prequalifies small-business providers and is a resource that provides our project staff prescreened small-business support. We actively look for those companies that are disadvantaged, women-owned,</p>	<p>See Section 2.B of this plan.</p>

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

Required Information	Abbreviated Response	Information Provided Within Plan Location
	<p>veteran-owned, service-disabled-veteran-owned, or located in a Historically Underutilized Business Zone (HUBZone). In addition, being a registered participant of the System for Award Management (SAM) of the U.S. General Services Administration, we can identify local small-business firms by North American Industry Classification System code and practice area.</p>	
<p>PROCUREMENT PROCESS</p>	<p>Our procurement process, policies, and procedures are provided within this plan, including details on the principles used throughout the process to remove barriers to promote equity and procedures used to ensure that our efforts flow down to all tiers of subcontractors and subconsultants.</p> <p>Our procurement process includes a policy that specifies our commitment to work with socially and economically disadvantaged businesses and collaborate with emerging small business partners. We recognize that our business partners contribute to our innovative processes with specialized knowledge and niche talent that helps us bring high-value solutions to our clients' most challenging projects.</p> <p>We strive to identify a wide variety of partners who are small, diverse, and disadvantaged businesses. This allows us to provide the best local value and service to our clients while supporting our communities. Our commitment includes developing and expanding our business partner communities.</p> <p>Our Small-Business Outreach Program outlined within this plan includes procedures and processes to remove barriers to promote equity and ensure flow down. For example, our program includes actively seeking qualified MWBEs; providing mentoring and training on small business laws, regulation, and intent; rotating MWBEs to give others a chance to participate in contracts; designing subcontract procurement packages to permit the maximum possible MWBE participation; and reviewing subcontract solicitations to remove statements and clauses that could restrict or prohibit</p>	<p>See Sections 2.B and 2.D of this plan.</p>

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

Required Information	Abbreviated Response	Information Provided Within Plan Location
	<p>MWBEs from participating. We also support various training programs internal and external to Geosyntec. We recognize the importance not only of investing in the training of our own staff, but also of supporting training for MWBE subcontractors as we recognize that training can help remove barriers and promote equity.</p> <p>We have a robust company-wide Small-Business Outreach Program that will be active during the contract period. This program is implemented by our Small Business Liaison Officer (SBLO) and ensures our commitment to providing subcontracting opportunities and related reporting for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled-veteran-owned small business concerns.</p>	
PAST PERFORMANCE	<p>Section F of this plan was prepared to provide examples where Geosyntec has been successful in promoting EDI both internally and externally. Examples include efforts and initiatives toward youth mentorship and development, employee recruitment, training, and succession planning to promote EDI, our efforts to promote EDI values to businesses and communities we serve (including Metro Caring within the Denver area), and examples where Geosyntec has been successful in promoting MWBE participation and assistance that promoted growth and success of MWBE companies.</p>	See Sections 2.F.1 – 2.F.6 of this plan.
FUTURE INITIATIVES	<p>Through the leadership of the Diversity Council and commitment of the President and CEO of Geosyntec, Geosyntec will continue to promote EDI both internally and externally. Leadership at Geosyntec is currently developing the next generation Strategic Plan (our current plan takes us through 2024). This plan will include our vision and commitment to promote EDI. Over the next 5 years, Geosyntec will continue to refine and improve its program to promote EDI, both</p>	See Section 2.H of this plan.

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

Required Information	Abbreviated Response	Information Provided Within Plan Location
	<p>internally and externally. A list of actions we plan to implement are provided below.</p> <ul style="list-style-type: none"> ■ Build capacity, competency, and accountability to effectively lead and manage a diverse and inclusive workforce to meet business objectives. ■ Define and integrate measurable core EDI competencies into company systems to foster a work environment that ensures equitable access for professional growth and advancement opportunities by identifying barriers and recommending mitigation strategies that affect recruitment, retention, and advancement of a diverse workforce. ■ Develop intercultural competence, thereby maximizing effectiveness in engagement with employees, clients, and other partners such as our subcontractors, subconsultants, suppliers, and other teaming partners. ■ Support local branches/offices who are proactively implementing EDI plans for their operations and promote such efforts with the remainder of the firm, including sharing lessons learned. ■ Embed and communicate the EDI framework across the firm with a strong connection to our strategic business plans. ■ Communicate and build on EDI successes and impacts to continually expand EDI efforts. 	

At Geosyntec, we are dedicated to fostering an inclusive, equitable, and diverse environment for all employees, clients, partners, and communities we serve. Our commitment to EDI is vital to the continued success of our business. We demonstrate our commitment by developing and advancing meaningful partnerships both internally and externally. We believe such partnerships are essential to our mission—one that involves delivering sustainable and innovative solutions for improving our environment and infrastructure.

We improve our world through innovative and collaborative application of leading science, engineering, and business expertise to address our clients' significant current and emergent issues related to energy, the environment, natural resources, and civil infrastructure.

Exceptional Employees. Delivering Exceptional Solutions. Without Exception.

This MWBE EDI Plan was prepared to present Geosyntec's approach and strategy for the overall administration of our MWBE Program (including expectations of our team members) for the life of this project. As required by the request for proposals (RFP), we have included a description of what we do to **engage with historically underutilized businesses in their ongoing operations** (primarily addressed in Section 2.C below). We also share our accomplishments to promote EDI with MWBE partners, as well as other stakeholders.

In the execution of this contract, we will collaborate with the DSBO and prepare and submit to DSBO an updated MWBE EDI Plan at least once a year for DSBO approval. We will also meet on an annual basis with DSBO representatives, and more often if requested/warranted to discuss compliance with commitments. The primary commitment to DSBO for compliance purposes is MWBE utilization. We will also document training for our MWBE subcontractors, as well as project meetings with our teaming partners. We understand that DSBO will use this plan to monitor our progress in meeting the commitments provided within. Geosyntec will comply with the MWBE Ordinance, any relevant rules and regulations, and the most current DSBO-approved version of the MWBE EDI Plan. This MWBE EDI Plan demonstrates our intention of being innovative, comprehensive, open, and transparent in our partnerships with MWBE partners.

We are committed to implementing this project with a focus on EDI. Geosyntec's leadership and the proposed project team believe that with a more diverse team we can supply a greater variety of solutions to problems, a greater collection of skills, and a variety of viewpoints. At the core of this EDI Plan, we will demonstrate Geosyntec's ability to take our corporate policies, initiatives, depth of partnerships with our subcontractors, and network to implement measurable outcomes. This EDI Plan provides the City with an understanding of how the team recruits, retains, and develops a diverse, high-performing workforce from local communities.

We believe that our efforts have made a significant impact through the promotion of EDI to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. For Geosyntec, this engagement includes the use of historically underutilized businesses, our Mentor-Protégé Program, prompt payment policies for our team partners, workforce expansion, technical assistance, and community outreach. Within this document, we provide examples that tell the stories of how Geosyntec and our staff share their passion with others to contribute to these efforts.

EDI has been promoted internally and rooted within Geosyntec through programs that include but are not limited to company policy and programs that advance EDI priorities (Sections 2.G.1 and 2.G.2); employment

practices of recruitment/hiring (Sections 2.F.2 and 2.G.2), employee development and advancement (Sections 2.F.4 and 2.G.2) and training, including implicit or unconscious bias (Section 2.G.2); and expectations of valuing and actively collaborating through partnerships with subcontractors and subconsultants (Section 2.C). Although these concepts are specifically addressed in the sections noted above, you will find them woven throughout this EDI Plan. The required plan components are organized in Section 2, consistent with those presented in Section IV-3.2.C (A-H) of the RFP.

2. Required MWBE EDI Plan Components

A. Key Personnel and Duties Related to Execution of MWBE EDI Plan Components

This section has been prepared to present the key personnel responsible for implementation and compliance with the MWBE EDI Plan. As requested, we have included their duties related to execution of the plan, as well as contact information. Note that no Superintendent or Outreach/Community Engagement Coordinator are envisioned for execution of this project. If these positions are determined to be necessary in the future, DSBO will be notified of selected personnel for approval.

B2GNow

Nick Talocco, PE will serve as the MWBE Coordinator and the **Primary User responsible for B2GNow**, also referred to as the Small Business Certification and Contract Management System. As the Assistant Project Manager for this contract, Nick Talocco will work with the Project Manager to identify City-certified MWBEs needed to meet or exceed City participation goals for this project. Note that our proposal includes MWBE subcontractors for this project. Should additional unanticipated scope arise needing support that cannot be provided by the proposed team, Nick Talocco will endeavor to identify MWBE subcontractors with DSBO approval to assist with scope implementation. He will ensure that contractors, consultants, and vendors working on this project utilize the software system as required by DSBO to streamline and automate data-gathering, tracking, reporting, vendor management, prompt payment, and administrative processes. In his role as the Primary User, he will also be responsible for accuracy of the vendor profile, adding new Users as needed, adding subcontractors and subconsultants to the contract, getting DSBO approvals for changes in subcontractors/subconsultants, uploading letters of intent, ensuring performance of all required audits (including receipt of payments and payments paid to others), addressing any discrepancies, and interfacing with the DSBO Compliance Manager.

Name: Nick Talocco, PE
Title: Senior Engineer / Assistant Project Manager for this project
Email: nick.talocco@geosyntec.com
Phone: 720.258.8585 (office) / 720.326.0463 (mobile)

Nick Talocco will also be responsible for ensuring applicable requirements of the Denver Revised Municipal Code (DRMC) in Title II, Chapter 28, Article III, including those on prompt pay, termination/reduction/substitution will be met regardless of the subcontractor tier. Geosyntec agrees that we will promptly pay our certified MWBE subcontractors for any invoiced and undisputed amounts for accepted and completed work within 35 days of receipt of the subcontractor’s invoice. Geosyntec will provide written notice to its certified MWBE subcontractors of either approval or rejection of the subcontractor’s invoice within 10 days of receipt. If the invoice is rejected, the written notice to the subcontractor will include the deficiency or disputes regarding the invoice.

Geosyntec agrees to resolve all differences through good faith negotiations and the steps for dispute resolution are provided below. If there any disputes pertaining to prompt pay, termination/reduction/substitution, or any

other matters within DSBO's oversight as per the DRMC, that cannot be resolved through the dispute resolution steps below, we will advise DSBO as noted.

1. Subcontractor shall file the dispute (e.g., payment, reduction in scope, termination of contract, etc.) in writing to Nick Talocco.
2. Geosyntec (Rebecca Daprato and Nick Talocco) will review the dispute claim within three days business days of receipt.
3. Geosyntec (Nick Talocco or Rebecca Daprato in his absence) will schedule an informal meeting with the subcontractor to discuss the dispute within 10 business days of receipt of the dispute.
4. In the event that the dispute remains following good faith negotiations by the project team, any remaining dispute shall be submitted to Ian Anderson (Senior Corporate Counsel) or if he is not available, another senior within the firm who has experience negotiating fairly with subcontractors and who has not been directly involved in the performance of the work. Ian Anderson or an alternative will negotiate in good faith.
5. If Geosyntec is unable to resolve the dispute within three weeks or within a longer time period as both parties may agree, then Geosyntec will seek the DSBO's assistance with review and resolution of the issue. The request will be made in writing to the DSBO Compliance Manager, or another designee.

Project Manager(s)

Rebecca Daprato, PhD, PE will serve as the **Project Manager** and will support the Geosyntec team's compliance with MWBE Ordinance requirements and its relevant rules and regulations during the performance of the contract. In so doing, she is responsible for MWBE EDI Plan implementation. She will verify that all requirements of the plan are met and work with the users of B2GNow to ensure compliance. In addition, during the contract duration, she will ensure that the Geosyntec team updates the MWBE EDI Plan at least once per year and submits it to the DSBO for their approval. She will also work with the DSBO to schedule an annual meeting to discuss MWBE participation, progress with meeting goals, and other related topics and is available to meet quarterly as warranted or requested by the DSBO.

Name: Rebecca Daprato, PhD, PE

Title: Senior Principal/Project Manager for this project

Email: rdaprato@geosyntec.com

Phone: 720.647.1448 (office) / 321.795.1303 (mobile)

Controller

Stephanie Alexander will serve as the **Controller** for this project and will be the Secondary User for B2GNow. She will work closely with Mr. Talocco to ensure that all activities listed above for the Primary User are completed in a timely manner and in compliance with DSBO requirements. Ms. Alexander's title at Geosyntec is Project Administrator III, and she reports directly to Rebecca Daprato. Ms. Alexander is responsible for performing various specialized accounting functions of high complexity and ensuring that procedures and practices are

Name: Stephanie Alexander

Title: Project Administrator III/Controller and Secondary User for this project

Email: salexander@geosyntec.com

Phone Number: 281.810.5073 (office) / 832.438.7376 (mobile)

followed in accordance with company policy and contractual obligations. Her responsibilities also include managing the entire project administration process for government and commercial clients, including the setup and administration of contract project information in the accounting database, cost accounting, administration of spreadsheets and electronic timesheet data, processing of employee expense report data, and client billings. She will provide Mr. Talocco with information on the receipt of payment from the City as well as payment of subs on the project to ensure information input into the system is correct. She will also assist with the audits required by DSBO. Her contact information is listed above.

Aimee Grossman is our Corporate Controller responsible for overseeing the accounting and financial functions at Geosyntec, including the following:

Name: Aimee Grossman
Title: Corporate Controller
Email: agrossman@geosyntec.com
Phone: 561.922.1080 (office)

- Financial planning
- Managing financial processes
- Handling budgets
- Guiding financial decisions by developing and monitoring policies and procedures
- Evaluating and enhancing financial controls and tax return procedures

We do not envision her involvement in this project but have provided her information to ensure we meet the requirements of the MWBE EDI Plan. Her contact information is listed above.

B. Creative Strategies to Incorporate New MWBE Partners

In pulling together teaming partners for this project, Geosyntec reviewed the list of certified firms that could potentially provide anticipated services (see **Table 2**). The firms that responded in a timely manner were included on our team. Those that did not respond prior to submittal of our proposal were not selected as a teaming partner for the project (see **Table 2**). As a good faith effort, Geosyntec will attempt to contact the firms again who did not respond to see if they would be interested in teaming with us. If these firms indicate that they are interested, we will notify DSBO of our intent to use them on the project. As specific scopes of work are identified, we will reach out to the firms who are qualified to provide the needed services and invite them to bid on the work. Geosyntec will provide a response to each certified firm who bids on a specific scope of work within 10 days of receiving bids to notify them if they have been awarded work or to provide details as to why they were not selected.

Table 2. City-Certified MWBEs Contacted for this Project

City-Certified Firms with Capability Statements Related to Scope	Specialty Area	Contacted About this Project (Yes/No)	Selected as Team Member for Project
Alpine Remediation	Environmental sampling and in situ remediation services	Yes	Yes
Orion Environmental, Inc.	Soil and groundwater investigation/remediation,	Yes	Yes

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City-Certified Firms with Capability Statements Related to Scope	Specialty Area	Contacted About this Project (Yes/No)	Selected as Team Member for Project
	treatment system design, operation and maintenance		
Bronco Environmental, Ltd.	Environmental consulting company specializing in innovative technologies and regulatory understanding	Yes	Yes
Azimuth Survey Company	Construction surveying, property surveying, tree surveys, and topographical mapping	Yes	No (No response)
Aztec Surveying and Locating Inc.	Professional land surveying	Yes	No (No response)
HCL Engineering and Surveying	Civil engineering, structural engineering, land surveying, SUE, and architecture	Yes	No (No response)
Advanced Water Resources Engineering (Aware)	Drainage design & infrastructure, stormwater management & permitting	Yes	No (No response)

Geosyntec is committed to working with local small businesses, including MWBE partners, and collaborating with emerging small-business partners. Our ongoing program of small-business outreach, vendor search tools, prequalification programs, and partnering helps us to identify and maximize use of small-business partners.

Specifically, Geosyntec participates in numerous national, regional, and local small business conferences to identify small and disadvantaged business vendors and subcontractors to understand what services they can provide. We also maintain a vendor database that tracks key performance indicators (KPIs) such as diversity, safety metrics, insurance levels, qualifications, geographic presence, and client markets served. This database prequalifies small-business providers and is a resource that provides our project staff prescreened small-business support. We actively look for those companies that are disadvantaged, women-owned, veteran-owned, service-disabled-veteran-owned, or located in a Historically Underutilized Business Zone (HUBZone). In addition, being a registered participant of the System for Award Management (SAM) of the U.S. General Services Administration, we can identify local small-business firms by North American Industry Classification System code and practice area.

We have a robust company-wide Small-Business Outreach program that will be active during the contract period of the project. This program is implemented by our SBLO and ensures our commitment to providing subcontracting opportunities and related reporting for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled-veteran-

owned small business concerns. Our SBLO is appointed by our Chief Financial Officer (CFO) as a demonstration of the company’s commitment to provide subcontracting opportunities with small diverse firms that include mentor-protégé relationships.

Geosyntec is committed to working with socially and economically disadvantaged businesses and collaborating with emerging small business partners. We strive to identify a wide variety of partners who are small, diverse, and disadvantaged businesses. This allows us to provide the best local value and service to our clients while supporting our communities.

We are proud of our record of promoting small and disadvantaged business growth and the value these efforts bring to the communities where we work and live. We are also pleased with our Mentor-Protégé Program and actively seek opportunities to mentor small and disadvantaged business growth. Our commitment is not only supported through our procedures but also is backed by our executive leadership. Please see **Table 3** in Past Performance (Section 2.F of the EDI Plan) for 2022 and 2023 expenditures for diverse and disadvantaged businesses.

C. Technical Assistance & Support Services

Geosyntec initiated a proactive Mentor-Protégé Program with several disadvantaged environmental firms through a formal Small Business Administration (SBA) program to provide an orchestrated 3-year cooperative effort to assist with the growth and development of each protégé. We currently have formal mentor-protégé relationships with ARS Aleut Remediation, LLC, an Alaska Native-owned, small, disadvantaged business; and with Athena Engineering and Environmental, a Woman-Owned Small Business. Together we work to promote the growth and development of our protégé firms to overcome barriers to market entry, transfer technology, and develop best practices. Specially, Geosyntec provides management system training and implementation; accounting and contracting infrastructure and procedures establishment; and collaborative business development, project management, and project execution training. We also award projects directly to our protégés and transfer technology and capabilities for new services to our protégé partners. These mentor-protégé relationships provide a year-over-year annualized growth of approximately 20% in revenue and head count, geographic expansion, and increased service offerings while improving business and management best practices. Our aggressive outreach into communities to identify elite small business partners and cultivate enduring relationships with high-quality, innovative, and nimble firms nationwide allows us to provide local best-value service to our clients while supporting our communities.

Current Mentor-Protégé Relationships include:

Overcoming barriers to entry, transferring technology, and developing best practices!

Outside of our Mentor-Protégé Program, we have formal national teaming agreements with numerous firms, including service-disabled-veteran-owned firms, women-owned firms, and Alaskan-owned and tribally owned firms, all of which provide excellent service in their specialties. Our partnership is mutually beneficial, allowing us to provide nimble, local services while offering protégés access to a broader client base. We also have teaming relationships with a wide variety of MWBEs on a local basis. For example, we have worked with 12 Alaska Native Corporations (ANCs) that are 100% owned by Alaska Natives and with several (200+) village native corporations across Alaska. We have strong partnerships with the ANCs below and our work together has

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included mining and federal (e.g., various air force bases, U.S. Coast Guard [USCG], the Federal Aviation Administration [FAA], U.S. Army Corps of Engineers [USACE], and the Department of Energy [DOE]) work.



We have found that by incorporating MWBE companies into our team, we bring value to Geosyntec, our clients, and our communities. Our expectations include the following:

- Our clients deliver social justice, economic, and environmental benefits through and with Geosyntec and its MWBE partners (collective team effort).
- Employing a robust engagement process highlights diverse perspectives, identifies technical and nontechnical needs, and enhances project value.
- Using MWBE partners provides longer-term, sustained value to the clients.
- Using MWBE partners creates new opportunities and investments into communities.

We also benefit because MWBE partners provide a deeper understanding of local issues that benefit communities and stakeholders, support intelligence gathering, open doors to new project funding, and contribute to social equity and local economies, all of which drives a larger sustainability narrative.

Geosyntec prepares and implements many small-business subcontracting plans each year and is fully compliant with required reporting (e.g., Individual Subcontracting Report [ISR] and Summary Subcontract Report [SSR] for federal projects). In fact, we consistently exceed our subcontracting plan percentages through effective implementation of our small-business outreach programs.

Geosyntec conducts the following outreach efforts to identify teaming partners:

- Contacting minority and small business trade associations
- Contacting business development organizations
- Requesting sources from the Central Contractor Registration and Dynamic Small Business (DSB) Search

Geosyntec’s Small-Business Outreach Program is designed to encourage utilization of small businesses, including MWBE participation, and to remove barriers, promote equity, and encourage flow down to all members of our team. Our Small-Business Outreach Program includes the items listed below.

- Developing and promoting company and division policy statements that demonstrate the support of the company or division for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses.
- Developing and maintaining bidders lists of small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses from all possible sources.
- Periodically rotating potential subcontractors on bidders lists.
- Assuring that small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses are included on the bidders list for every subcontract solicitation for products and services they can provide.
- Ensuring that subcontract procurement packages are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses.
- Reviewing subcontract solicitations to remove statements and clauses that could restrict or prohibit small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses from participating.
- Ensuring that the subcontract bid proposal review board documents reasons for not selecting low bids submitted by small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses.
- Establishing, maintaining, and managing contract and subcontract award records.
- Attending or arranging for the attendance of company counselors at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
- Counseling small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, and women-owned small businesses about subcontracting opportunities and how to prepare bids for submittal to Geosyntec.
- Providing notice to subcontractors concerning penalties for misrepresenting their status as a small, HUBZone small, small disadvantaged, veteran-owned, service-disabled-veteran-owned, or women-owned small business for the purpose of obtaining a subcontract that is to be included as a complete or partial goal contained in the contractor's subcontracting plan.
- Conducting training or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.
- Developing and maintaining an incentive program for buyers who support the subcontracting program.
- Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
- Preparing and submitting timely reports.
- Coordinating the company's participation in federal compliance reviews.

D. Procurement Process

D.1 Commitment to Suppliers

Our policy regarding suppliers includes a commitment to working with socially and economically disadvantaged businesses and collaborating with emerging small business partners. Our business partners contribute to our innovative processes with specialized knowledge and niche talent that helps us bring high-value solutions to our clients' most challenging projects.

We strive to identify a wide variety of partners who are small, diverse, and disadvantaged businesses. This allows us to provide the best local value and service to our clients while supporting our communities.

Our commitment includes developing and expanding our business partner communities. Over the years, we have continued to build relationships with partners around the world through our outreach programs to identify elite business partners and cultivate enduring relationships.

D.2 Procurement Procedures

Geosyntec has a Supplier Portal for all suppliers of goods and services. If a supplier has been identified as a potential supplier of goods and services, they must register on the Supplier Portal. A potential supplier may receive an invite to register and become a supplier from an employee of the Geosyntec family of companies if they were identified at an outreach or networking event. If a supplier has not received an invitation, they are directed to contact sp.support@geosyntec.com to request an invite. Once suppliers receive an invitation, they can complete the self-directed registration process on Geosyntec's Supplier Portal.

Registrants are not automatically placed on a preapproved list; rather, the registrant profiles are reviewed when subcontractor and vendor services are required for each project based on project-specific requirements. Suppliers are contacted by the project team when being considered for work on a specific opportunity.

D.3 Removing Barriers, Promoting Equity, and Ensuring Flow Down

Our Small-Business Outreach Program outlined above includes procedures and processes to remove barriers to promote equity and ensure flow down. For example, our program includes actively seeking qualified MWBEs; providing mentoring and training on small business laws, regulation, and intent; rotating MWBEs to give others a chance to participate in contracts; designing subcontract procurement packages to permit the maximum possible MWBE participation; and reviewing subcontract solicitations to remove statements and clauses that could restrict or prohibit MWBEs from participating. We also support various training programs internal and external to Geosyntec. We recognize the importance not only of investing in the training of our own staff but also of supporting training for individuals with challenges to get into the workforce. Training can help remove barriers and promote equity. For example, in some of our work for First Nations groups, we have incorporated training into the scope of our work, and we have been active with the Toronto and Regional Conservation Authority (TRCA) in their Professional Access into Employment (PAIE) program.

"It is always a pleasure to work with Geosyntec, both from an administrative perspective and on a personal level. Geosyntec has been an excellent partner for enhancing employment equity initiatives."

Peter Dudka, Coordinator,
PAIE Program, TRCA

Led by the TRCA, PAIE is an innovative bridge training program that helps internationally trained environmental professionals launch their careers in engineering, geoscience, environmental science, and planning. The PAIE Program empowers participants with an increased understanding of the local labor market and supports participants as they pursue their goals of obtaining employment and gaining the Canadian experience required for professional licensing and certifications.

This fruitful cooperation has resulted in several professional internships with Geosyntec on the large Port Lands Flood Protection and Enabling Infrastructure project and has resulted in hiring on a full-time basis.

E. Communication and Proposer Management

The success of a project depends on effective communication. Geosyntec communicates effectively with our clients and teaming partners, and we are committed to doing so with MWBE businesses for this project so that they can align their work assignments with the contract requirements. Though projects rarely run exactly as planned, we know that effective communication helps avoid delays and increased costs. As an initial step, MWBE partners will be provided with the executed contract between Geosyntec and the City that includes the terms and conditions that govern the project. The Project Manager will ensure that all provisions, terms, and conditions are communicated clearly to MWBEs partners. Contractual agreements between Geosyntec and the MWBEs will include a flow-down clause that binds them to the terms and conditions of Geosyntec's contract with the City.

At the project outset, Geosyntec will prepare a project work plan to charter the project team and communicate the technical and management approach for the project. Key components will include the project definition, scope of work, detailed schedule, staffing plan defining the roles and responsibilities and performance expectations of each team member, training requirements, and communications plan. The work plan will also identify risk management strategies for avoiding schedule slippage and outline a quality management plan to address document control for producing deliverables of the quality and style expected by the City. The project work plan will be shared with our MWBEs to facilitate communication of important elements needed for effective project implementation.

To ensure compliance with MWBE utilization commitments in this plan, Geosyntec will develop an excel spreadsheet (or similar) to track subcontractor revenue billed to the project relative to overall spend. The spreadsheet will be updated monthly by Stephanie Alexander, Project Controller, to monitor progress to meeting goals. Stephanie Alexander will input information from our accounting system and Nick Talocco will provide oversight and quality control.

Our Project Manager will be the nexus for project communication, coordination, and administration for each component of the project. This will give the City, as well as our MWBE partners, a consistent contact for the Geosyntec team. The selected MWBEs will be assigned measurable work elements defined by a written scope of work prepared by the Project Manager. The Project Manager will ensure that the MWBEs consistently provide project support and cost and schedule input in the required format. The Project Manager, with assistance from the Assistant Project Manager, will also ensure that MWBEs are trained in compliance with the applicable Geosyntec work policies and procedures as well as the quality assurance (QA) program elements appropriate to the assigned task.

Geosyntec has developed a robust PFAS sampling training program that has been implemented at over 100 sites across the United States. We will provide training sessions for our subcontractors tailored to the specific scope and needs of the project. For this project, we will provide training that includes, but is not limited to, the topics listed below.

- Purpose of the PFAS SOP
- Potential for cross contamination
- Approved and non-approved materials during sampling
- Examples of appropriate clothing, PPE, and PFAS-free personal care products
- Equipment decontamination procedures
- Sample collection procedures for various media
- Commonly used PFAS-free equipment for groundwater sampling
- QA/QC sample collection procedures and frequencies

To confirm proper implementation of the SOPs in the field, Geosyntec will implement a field audit program that Geosyntec will complete during select field events. Training the MWBE on SOPs will teach them the best practices to collecting defensible PFAS data. Implementation of the SOPs and the audit program will limit cross-contamination during the collection of PFAS samples in a variety of environmental media.

The Project Manager will carefully review MWBE invoices to ensure that they accurately reflect project accomplishments and will process them in a timely manner to ensure prompt payment for services rendered. MWBEs will assign a principal representative responsible for their company's performance.

As team members responsible for discrete work elements, MWBE roles in any task will be clear. For day-to-day technical performance and communications, all assigned personnel will report to the selected Geosyntec Project Manager. MWBE team members will be integrated into project procedures along with all other project personnel. All MWBE performance will be consistent with Geosyntec policies, including all reporting requirements and QA.

Health and safety is one of Geosyntec's seven core values. We believe that the health and safety of our staff and our teaming partners is paramount in everything we do. We are committed to being a leader in the delivery of high-quality services to our clients in a safe and compliant manner. Therefore, we will do the following:

- Provide and support a safe and healthy working environment for all our staff and managed subcontractors (including MWBEs).
- Support the safety of others affected by our operations.
- Identify and manage safety hazards and reduce risks at our facilities and operations.
- Strive continually to promote excellence in our health and safety practices.

Communication of safety protocols and plans is critical. We require our subcontractors (including MWBEs) to review our safety plan prior to beginning any fieldwork and to provide us with theirs, which is reviewed for consistency by our Project Manager. Each day we begin our fieldwork with a tailgate meeting to evaluate the work planned for the day and to ensure that everyone has the proper training and tools to complete their assignments. We discuss any situations (e.g., weather) that might impact the ability to perform our job safely. Our teaming partners in the field participate in the tailgate meetings.

It is Geosyntec’s policy that all disputes will be managed under the direction of General Counsel and our Risk Management Committee (RMC). Management of a claim or potential claim will be conducted in a manner that results in a fair and equitable settlement of the differences. It is the responsibility of the Project Manager to ensure that a dispute is reported to the affected Branch Manager (BM) and General Counsel as quickly as possible and thereafter to follow the guidance of General Counsel or RMC. Whenever a Project Manager believes an event has occurred that could possibly give rise to a claim and whenever the PM has reason to believe that a client or any third party might file a claim or lawsuit against Geosyntec or any subcontractor (including MWBEs) to Geosyntec, regardless of the apparent validity of the claim, the Project Manager is to immediately notify the BM and General Counsel. General Counsel will review the circumstances related to the issue and notify the RMC as appropriate. General Counsel or RMC, as appropriate, will be responsible for providing guidance and assistance with respect to the matter and for assessing whether a notification to the company’s insurer is appropriate and will retain outside counsel, if needed.

By bringing the matter to the attention of the BM and General Counsel at an early stage, the PM is taking the action that helps bring expert and objective assistance in thinking through the best course of action at a time when the situation can still be affected.

F. Past Performance

This section was prepared to provide examples where Geosyntec has been successful in promoting EDI both internally and externally.

F.1 Geosyntec’s Efforts and Initiatives Toward Youth Mentorship and Development to Promote EDI

Geosyntec is fully supportive of youth mentorship and development and especially encourages volunteerism in the areas of science, technology, engineering, and mathematics (STEM). Many women at Geosyntec are passionate about promoting STEM to young women, especially women from underrepresented groups, and support various organizations that educate and encourage youth in these areas. Our practitioners understand the importance of giving women equal opportunities to pursue and excel in STEM careers to narrow the gender pay gap, enhance women’s economic security, ensure a diverse and talented STEM workforce, and eradicate biases in these technical fields. The photos below include some of our practitioner-supporting STEM events. For example, Geosyntec supported the Tampa Bay Association of Environmental Professionals (TBAEP) Women in



STEM Event. TBAEP is an organization comprising students, scientists, technicians, and other professionals working in the field of environmental science.

Another example where we are supporting youth in our communities is sponsorship and involvement with Student Interaction with STEM (SISTEM). This program is coordinated through the University of Las Vegas, Nevada and focuses on students in grades 9–12. The program includes a series of talks and activities that gives high school students the opportunity to learn about various STEM careers and research. The program is free for students and is open to anyone who has an interest in STEM careers or would like to learn about more opportunities. Not only do we provide financial support, but our practitioners also participate in providing STEM presentations.



Student Interactions with Science, Technology, Engineering, and Mathematics (SISTEM)

The Student Interactions with STEM (SISTEM) program is a series of talks and activities open to all high school students in Southern Nevada.

OUR GOAL

Our goal as a program is to “increase awareness and excitement about the STEM disciplines as a whole” through a diverse set of talks and activities led by STEM professionals.”

In the paragraphs below, we highlight the efforts of several of our employees who represent many others across the firm who give of their free time to help others in need. These employees embody our culture of inclusiveness, diversity, and equity.



Shira Colsky, a Senior Engineer in our Atlanta office delivered a STEM outreach presentation to a middle school science class earlier in March this year called “Imagining the Future.” The Atlanta Science Festival organized the event. Her presentation centered on how remediation helps clean up water, soil, and air. The purpose of her presentation is to answer students’ questions and share excitement about an engineering career by describing real-life projects, challenges, and the outlook for the engineering field. More info on the event: https://hubs.ly/Q015M-H_0.

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



Practitioner Spotlight: Shareen Baptiste is a Marketing Specialist with Geosyntec who, when not at work, invests in the future of youth through a nonprofit organization that she created, Dream on Purpose ([Dream On Purpose](#)). This organization is

dedicated to empowering youth, with a specific focus on girls and young women between the ages of 11 and 18. Since incorporation in 2015, Dream on Purpose has impacted the lives of more than 1,300 young adults through their programs and events, such as Cupcakes & Conversations, which they host once a quarter to provide a safe space for youth to discuss issues, learn from subject matter experts, and connect with local resources. Each year, they host Career Launch Intensive to introduce girls and young women to different career pathways. During this career-readiness event series, they help attendees map out how to achieve dream careers, shop for interview-ready clothes, take professional headshots, and practice newly learned networking skills. Dream on Purpose also annually hosts Crown Placement to teach girls and young women how to take care of the body, mind, and soul. As part of Dream on Purpose REACH (Radically Empowering Agents of Change through Hope), the organization works with a middle school or high school to lead a self-esteem and leadership development curriculum and activities with their young ladies weekly for 6–8 weeks. Recently, Dream on Purpose launched “Filming with a Purpose”, an 8-week film production afterschool program dedicated to exploring the topic of youth gun violence under the supportive guidance of a mental health counselor. Program participants are producing a documentary that will spread awareness about the consequences of youth gun violence with the goal of reducing and ultimately eliminating these occurrences.

“I am happy to work for a company that encourages and supports employees to donate time and share knowledge, expertise, and talent with nonprofit and charitable organizations. Through Geosyntec’s Volunteer Village, we spread awareness about causes near and dear to our hearts, collaborate with one another on service projects, and even earn a donation for a nonprofit of our choice. For instance, through a Geosyntec donation, Dream on Purpose empowered young ladies to pursue a career in the science, technology, engineering, or math field.”

Shareen Baptiste, Marketing Specialist



Practitioner Spotlight: Andrea Rocha is a microbiologist in our Knoxville office committed to diversity efforts both internally and externally. Among her other professional activities, Andrea is most passionate about science education, demonstrated by her service in STEM education. Due to her research and

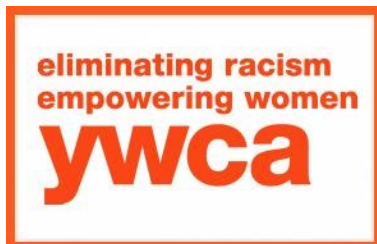
commitment to STEM, Andrea was one of 32 women profiled in *Hispanic Engineer & Information Technology* magazine’s “Latinas at Tech Giants” edition. Within the firm, she is involved with our University-Diversity Outreach and Engagement (UDOEO) committee, as well as Tu Casa (our Hispanic/Latino Employee Network Group). Externally, she is a member of the American Society of Microbiology, where she serves on the Subcommittee on the Status of Historically Excluded Groups (2023–

“We would like to recognize and celebrate your role as an influential leader, your commitment & passion for public service, and dedication to creating better opportunities for members of underrepresented groups in STEM-related fields.”

Brennon Marcano, CEO
The National GEMS Consortium

present). She has also served as a Committee Member on the Subcommittee on Microbiological Issues Impacting Minorities (2015–2022); the Associate Editor of the *Minority Microbiology Mentor* e-newsletter (2015–2020); and prior as an ad hoc member of the Committee on Microbiological Issues Impacting Minorities (2014). Her efforts work in unison with the overall organization to ensure that EDI are elevated, embodied and embraced and that the organization stays committed to focusing on programs, initiatives and projects dedicated to historically excluded groups in microbiology. In addition, Andrea serves on Geosyntec’s University Collaboration Initiative panel, which supports universities and affiliated student programs designed to help diverse student populations in STEM programs reach their career goals. She is also engaged with the National GEM Consortium’s Speaker Bureau to enhance the value of the nation’s human capital by increasing the participation of underrepresented groups (African Americans, American Indians, and Hispanic Americans) at the master’s and doctoral levels in engineering and science. In September 2024, the National GEM Consortium will confer on Andrea the Alumni Leadership Award at their 48th Annual Conference and Gala. This award is one of their highest honors and is given only to exceptional alumni leaders.

Other volunteer efforts include serving on the Board of Directors (2019–2022) for the Young Women’s Christian Association (YWCA), a nonprofit organization with a focus on empowerment, leadership, and rights of women, young women, and girls in more than 100 countries. Andrea was also named as an honoree for Tribute to Women in the Science, Technology, and Innovation category.



Geosyntec’s SharePoint site hosts Volunteer Village, our practitioner-led internal platform that encourages volunteerism. We encourage our employees to volunteer, and we host an online Microsoft Teams site to share insights, stories, and experiences and inspire others to do the same. Many of our staff at all levels are passionately involved in youth mentorship and development. This year is our 40th anniversary and we are hosting a community challenge to capture at least 40 events that meaningfully impact our world. We celebrate all volunteer activities, including youth mentorship and development. Our Diversity Council, UDOE, and our Employee Network Groups are also working to develop more formal programs that provide outreach, mentorship, and development to youth at risk.



F.2 Geosyntec’s Efforts Toward Employee Recruitment to Promote EDI

Geosyntec is committed to building an inclusive and equitable workplace so that our people can bring their whole selves to work, build rewarding careers, and work with diverse colleagues, clients, and partners to develop innovative solutions to serve our communities. Geosyntec supports this commitment by prioritizing outreach and engagement efforts to candidates who represent many different sociocultural backgrounds and identities.

As part of these efforts, our UDOE committee and others within Geosyntec are expanding our work with diversity-focused professional associations, colleges, and universities. Our partnerships include the following:

- Society of Hispanic Professional Engineers (SHPE)

- National Society of Black Engineers (NSBE)
- EngiQueers Canada
- Indigenous and Black Engineering and Technology (IBET)
- GEM Fellowship Program
- Historically Black Colleges and Universities (HBCUs); Hispanic Association of Colleges and Universities (HACU); American Indian, Asian American, Women's Colleges, and Alaskan Natives

Specific examples include the SHPE University of Massachusetts Lowell Region 4 Chapter, where we recently sponsored a table at their STEM Career Fair. We have also hired a student intern in our Acton, Massachusetts, office who will start in May 2024, and we have recently sponsored the Cooperative Development Energy Program (\$20,000) at Fort Valley State University (an HBCU with one of the best track records in the nation for recruiting minorities and women into the science and engineering disciplines).

Our goal is to lead the industry in our strong support of diverse candidates, partnering with academic institutions to promote STEM careers and engage with many different student programs. Specifically, the UDOE team's mission is to identify and partner with at least one diverse school, HBCU, or professional organization in each region annually; we will support these partners by helping diverse student populations in STEM programs reach their career goals. In turn, we will attract and recruit diverse candidates to Geosyntec.

Geosyntec is dedicated to fostering an inclusive, equitable and diverse environment for all our employees, clients, partners, and the communities we serve. Our commitment to EDI is rooted in our core values. As a U.S. Federal Contractor regulated by the Office of Federal Contract Compliance Programs (OFCCP), Geosyntec maintains an Equal Employment Opportunity (EEO) / Affirmative Action Program (AAP), including annual AAPs under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA). Geosyntec engages in affirmative-action measures to ensure that qualified applicants are employed, and that employees are treated without regard to their race, religion, color, gender, disability, sex, sexual orientation, sexuality, transgender status, gender identity or expression, protected veteran status, or any other legally protected characteristic or group status in all staff actions and employment activities, including (but not limited to) recruiting, hiring, training, promotions, compensation, and benefits.

As a global firm, the Geosyntec family of companies provides equal employment opportunities in any country where we operate. Geosyntec is committed to employing and advancing in employment qualified minorities, women, individuals with disabilities (IWD), protected veterans, and any other law-protected groups. We perform annual and periodic internal reporting and auditing whereby, at least annually, we measure the progress and effectiveness of our hiring practices and staff activities, including progress toward annual placement goals in the hiring of women and minorities, protected veteran hiring benchmark goals, and utilization goals for IWDs. Geosyntec also files employee demographic information with government entities as needed including annual EEO-1, VETS-4212, and California Pay Data reporting. In addition, Geosyntec demonstrates pay equity across all companies and all groups' employees, whether they are in a protected group or not, throughout our hiring and employment practices. In the U.S., Geosyntec partners with Circa, a leader in providing comprehensive diversity recruitment and OFCCP compliance solutions to help us meet and exceed OFCCP requirements for diversity

recruitment and job distribution, outreach efforts, and reporting requirements. In partnership with Circa's Community Partners, we aim to amplify our workforce by proactively sharing our jobs with a variety of community organizations, including women, minorities, veterans, and IWD's, older workers, college students, LGBTQ+, and other professional organizations.

All U.S. job opportunities listed on the Geosyntec Careers page are distributed by Circa to a host of local and national diversity-focused job boards and career centers, which are specifically designed to attract and engage women, minorities, veterans, IWDs, and other underrepresented groups. These organizations then disseminate our job opportunities to community outreach organizations that assist these groups with career searches. Additionally, compliant with the OFCCP, all available U.S. jobs are listed with the relevant state workforce agency or ESDS (Employment Service Delivery System), known as the state job bank, at times allowing exclusive access to veterans only first to help us reach out to and hire protected veterans. For example, since 2023 Geosyntec posted 15 job opportunities. Through Circa, these opportunities were made available to many diversity-focused organizations such as the Denver Vet Center, Denver Indian Center, National Association for Black Veterans – Colorado State Command, the Private Public Partnership Program, Gateway Battered Women's Services, and many more.

In addition, the Human Resources (HR) Compliance team conducts and tracks direct external outreach efforts to educate organizations about Geosyntec and our career opportunities while forming personal relationships with diverse groups. Via Geosyntec's various company social media accounts, we also promote our job opportunities and EDI initiatives and programs such as our Diversity Council, Women's Networking Program, Mentorship and Affinity Program, Diversity Engagement Forums, Education and Training Resources, and Campus Outreach. On Geosyntec's LinkedIn company page we also post, share, and send public updates to advertise our job opportunities across the country and the globe. Geosyntec's authorized LinkedIn recruiters also share opportunities with diversity networks and groups, including but not limited to those below:

- NSBE
- Society of Women Engineers (SWE)
- SHPE
- Society of Asian Scientists and Engineers (SASE)
- Disabled Employment Network
- National Resource Directory (a national veteran job resource for wounded warriors, service members, and veterans)

Geosyntec's UDOE Program is supported by a team of passionate individuals committed to initiating and growing partnerships with academic institutions and diversity-focused student organizations to enhance Geosyntec's EDI efforts. The vision of UDOE is for Geosyntec to be an industry leader in partnering with academic institutions to promote STEM career tracks and support diversity-focused student programs that encourage students pursuing STEM careers. Geosyntec strives to be the employer of choice for students of all backgrounds, providing an inclusive work environment that motivates all our employees to have successful careers.

The mission of UDOE is to provide support to universities and affiliated student programs targeted at helping diverse student populations in STEM programs reach their career goals and attracting and recruiting diverse candidates to Geosyntec. The UDEO team is committed to continually refining internal functions to ensure that Geosyntec systems and processes are inclusive and fair and that they promote equal opportunity.

F.3 Geosyntec's Efforts Toward Employee Training to Promote EDI

Geosyntec offers training (including state-required training in states where we operate) on EDI-related issues that includes topics such as respectful workplace, fair hiring practices, and implicit bias, among others. Our employees also have access to LinkedIn Learning's library of courses, which includes hundreds of courses on EDI topics.

Depending on your level of responsibility within the firm, specific training may be required (e.g., supervisors who hire personnel and provide performance reviews are required to take training to ensure fair treatment of all individuals in hiring and management practices). Conscious inclusion training includes the following areas:

- Defining unconscious bias
- Types of unconscious bias
- Unconscious bias and the workplace
- Interrupting bias in the workplace
- Recruiting and hiring (manager version)
- Assignments, performance assessments, and promotions (manager version)
- Diversity and inclusion benefits
- Policy review

In addition, we require that all employees participate in biannual Respectful Workplace training, which includes the following lessons:

- Defining harassment and what is not harassment
- Hostile work environment
- Quid pro quo
- Bullying or abusive conduct
- How to report potential harassment
- Identifying, understanding, and preventing retaliation
- Bystander intervention
- Supervisors' duties
- Harassment in the context of remote or hybrid workplaces
- Social media use and harassment

- Workplace discrimination
- Consequences of workplace discrimination and harassment
- Consensual relationships at work

Our Learning and Development Department reports organizationally through HR. Our staff is continually evaluating training needs and adds training in areas where we as a company need improvement. They offer and have led team building workshops that include a focus on psychological safety.

F.4 Geosyntec's Efforts Toward Succession Planning to Promote EDI

Geosyntec has embedded our leadership competencies into all our human resources processes to include succession planning, thereby establishing EDI as a core competency. Leaders are expected to do the following:

- Be mindful of biases by developing conscious awareness and correcting personal blind spots
- Model allyship by advocating for individuals or groups, particularly those who are marginalized or underrepresented
- Engage authentically in support of advancing EDI both internally and externally.

We have established selection processes for our leadership positions whereby candidates are evaluated against these competencies. Our management is committed to lead and model diversity and inclusion throughout the firm and to be an openly and actively inclusive organization with respect to gender, race, ethnicity, religion, sexual orientation, or identity. An ongoing goal of the firm is to increase diversity of our staff, particularly at senior levels in the firm.

Culture can be defined by what you permit and what you promote. By promoting EDI as a core competency and building those competencies into our systems, practices, and processes, we are embedding EDI into our culture.

F.5 Geosyntec's Efforts to Promote EDI Values to Businesses and Communities We Serve

Geosyntec is a leader through its engagement and collaboration with local community groups and representatives to develop multi-benefit projects that equitably benefit and improve our communities. For example, our professionals have engaged with the Los Angeles County Office of Sustainability for panel discussions on environmental justice, EDI with public infrastructure and green infrastructure improvements. Geosyntec has also established durable relationships with multiple Community Partner organizations throughout the Los Angeles Basin, adding the insight and support of local voices to projects with significant value for the communities they represent. Recent work on Safe Clean Water Feasibility Studies has also resulted in close engagement with local elected officials.

Much of the work that we do occurs in at-risk communities: brownfield areas where populations are exposed to health risks associated with a contaminated environment. Many of our practitioners have taught (gratis) training classes in the environmental field aimed at offering helping residents take part in the cleanup and prepare them for better technical jobs that can help make their lives more sustainable and meaningful.

For example, we have provided training for local communities located in brownfield areas in North and South Florida. And, for one of our confidential clients, we helped secure \$32 million in grant funding; we prepared a community benefit plan and subcontracted for implementation for a carbon storage project applying for federal funds through the DOE. The community benefits plan provided for the following:

- A portion of carbon dioxide storage fees to a Community Benefits Fund used to make ongoing investments into areas of need for local communities.
- A robust outreach and engagement program designed to enhance education about carbon capture and storage and incorporate input from stakeholders throughout the life of the project.
- Market-competitive employment for construction and operations careers.
- Collaboration with the local community college to provide instruction and curriculum enhancements to prepare students for careers in carbon capture and storage and energy transition fields.
- An increase in the diversity of the project team by hiring from groups underrepresented in STEM.

WE INVEST IN OUR LOCAL COMMUNITY





METRO CARING
ENDING HUNGER AT ITS ROOT
EST. 1974

Our Denver staff volunteer at Metro Caring once a month. Metro Caring works to meet people’s immediate needs for nutritious, culturally relevant foods while building a movement to end hunger at its root causes. Metro Caring provides a free fresh food market, ID and birth certificate vouchers, nutrition and cooking programs, and many other resources. Metro Caring believes that “Unaffordable housing, low wages, an industrialized food system, and centuries of racism and oppression are some of the leading causes that force people to go hungry.” Our staff help Metro Caring achieve its goals of investing in community wealth building, organizing community leaders, and exploring innovative solutions to end hunger.

F.6 Examples Where Geosyntec has been Successful in Promoting MWBE Participation and Assistance that Promoted Growth and Success

We are proud of our record of promoting small and disadvantaged business growth and the value it brings to the communities in which we work and live. We are also committed to maintaining our Mentor-Protégé Program and actively seek opportunities to mentor small and disadvantaged business growth. Our commitment is not only supported through our procedures but also is backed by our executive leadership.

The remainder of this section presents a summary of our expenditures for diverse and disadvantaged businesses, a description of our Mentor-Protégé Program, and an example that demonstrates the value we gain from partnering with MWBEs.

Over the years, we have continued to build relationships with partners around the world through our outreach programs to identify elite business partners and cultivate enduring relationships. With nearly 54% (2022) and 44% (2023) of our global supply chain spend going to diverse and disadvantaged businesses (see **Table 3** below), we create competition, engage local businesses, and stimulate the local communities that we serve. **Table 3** provides a summary of our expenditures for diverse and disadvantaged businesses in 2022 and 2023.

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

Table 3. 2022 and 2023 Expenditures for Diverse and Disadvantaged Businesses (Large and Small Business Concerns)

Category	2022 Expenditures (USD)	% of Cumulative Total Spend (2022)	2023 Expenditures (USD)	% of Cumulative Total Spend (2023)
Small Business Concerns	90,961,632	54	76,521,947	44
Large Business Concerns	76,032,518	-	95,872,403	-
Cumulative Total Spend	166,994,150	-	172,394,349	-
Small Disadvantaged Business Concerns	21,374,410	13	15,785,150	9
Woman-Owned Small Business Concerns	16,213,419	10	10,654,016	6
Historically Black Colleges and Universities and Minority Institutions	960,023	1	2,362,467	1
HUBZone Small Business Concerns	693,323	<1	1,199,060	1
Veteran-Owned Small Business Concerns	12,815,681	8	7,972,522	5
Service-Disabled-Veteran-Owned Small Business Concerns	11,461,498	7	6,807,220	4
Alaska Native Corporations (ANCs) and Indian Tribes – not certified	0	0	0	0
ANCs and Indian Tribes that are not Small Businesses	0	0	0	0
Cumulative Spend of Ancillary Small Business Concerns	63,538,355		44,780,435	

Mentor-Protégé Program. As previously discussed, Geosyntec has a Mentor-Protégé Program where we work with small disadvantaged firms to promote their growth and development and mentor and train them. We help our partners overcome barriers to market entry, we transfer technology, and help them develop best practices. See Section 2.C for more detailed information.

Example of Innovative and Successful Partnering. The partnership between Geosyntec and the Lac La Ronge Indian Band (LLRIB) has been extremely positive for both parties. The LLRIB is the largest First Nation in Saskatchewan and one of the 10 largest in Canada, with a population of 11,370 as of March 2021. LLRIB consists of six communities with a central administration office in La Ronge, Saskatchewan. Over the past several years, Geosyntec has developed a strong professional relationship with LLRIB through our work on many projects and especially through a business relationship established with Canada North Environmental Services (CanNorth), a private environmental consulting company that is 100% owned by Kitsaki Management Limited Partnership, the business arm of the LLRIB. Geosyntec has performed numerous projects partnering with CanNorth, including due diligence, remedial alternative evaluations, and waste feasibility studies at landfills, waste refuse sites, and reserve lands of the LLRIB.

CanNorth is 100% Indigenous-owned, with profits directly benefiting First Nations people. CanNorth is a Certified Aboriginal Business through the Canadian Council for Aboriginal Business (CCAB). As a First Nations-owned company, CanNorth maximizes Indigenous community involvement in projects, including integrating traditional knowledge, engaging local people in environmental programs, and creating employment and education opportunities. In addition to directly providing employment opportunities, CanNorth's profits also benefit Indigenous people.

Since 1997, CanNorth has provided high-quality environmental and heritage services to a diversity of clients for a wide range of project types. Their experienced, interdisciplinary team offers the technical skills and knowledge to protect the environment, satisfy regulatory requirements, benefit clients, and support local communities.

With offices in Markham, Ontario, and Saskatoon, Saskatchewan, CanNorth provides specialty skills nationally and internationally related to communication and trust-building between Indigenous and local communities and developments.

CanNorth is the only Indigenous-owned company in the whole of North America that is International Standard for Organization (ISO) 9001:2015 (quality assurance and quality control), ISO 14001:2015 (environmental stewardship and management), and Occupational Health and Safety Assessment Series (OHSAS) 18001:2007 (occupational health and safety management) registered.

G. Proposer's Culture

Geosyntec's culture strongly supports, promotes, and embodies EDI of all our employees and subcontractors, subconsultants, and suppliers. We are dedicated to fostering a collaborative and rewarding environment for *all* our employees, clients, and partners, as well as for the communities we serve.



Geosyntec routinely provides environmental services in and around remote First Nation communities and seeks to establish collaborative, effective working relationships and partnerships.

G.1 Company Policy and Programs that Advance EDI Priorities

Our Mission. We improve our world through innovative and collaborative application of leading science, engineering, and business expertise to address our clients' significant current and emergent issues related to energy, the environment, natural resources, and civil infrastructure.

Exceptional Employees. Delivering Exceptional Solutions. Without Exception.

Our Commitment. We are committed to the sustained self-examination and investment required to build intercultural competence across our organization, particularly in leaders of the firm. We are a work in progress with many opportunities to continue to enhance inclusion and build greater equity and diversity.

Geosyntec recognizes and appreciates the importance of creating and fostering an environment in which all employees feel included, valued, and empowered to do their best work and offer great ideas. That is a big part of our culture. We recognize that each employee's unique experiences and perspectives contribute to our ability to create and deliver the best possible service and solutions to clients and partners. EDI principles are rooted in the firm's core values; both our internal Strategic Plan and our external website speak to this relationship. We are committed to the sustained self-examination and investment required to build intercultural competence across the firm, and particularly in our leadership.

Our commitment to EDI furthers the continued success of our business by developing and advancing meaningful partnerships with our external stakeholders and enabling our employees to build rewarding careers at Geosyntec. We believe this is essential to the core of our business: delivering sustainable and innovative solutions for improving our environment and infrastructure.

Our Values. The values articulated in our Strategic Plan are highly relevant and aligned with our mission and evolving vision for the future. At Geosyntec, we are passionate, innovative, inclusive, and collaborative lifelong learners. We are committed to the health and safety of all of employees and partners and the sustainability of our company, our communities, and our world. Consistent with these values, we are committed to fostering an environment where every individual feels valued, and their differences are celebrated. Our commitment to EDI is rooted in our values in multiple ways:

- **Passion:** Our leadership and employees passionately embrace inclusion and diversity in all forms in all they do. Being our best requires this level of engagement.
- **Inclusion:** We strive to promote a culture where every employee can bring their whole self to work, where mutual respect and understanding is the cornerstone of our values. We believe that an inclusive workplace enhances our performance and leads to positive outcomes.
- **Collaboration:** We believe that everyone we employ or serve represents a unique perspective that is valued and respected. We believe that exceptional teams must value the perspectives of all members. We cultivate a culture of collaboration where diverse teams can achieve breakthrough performance. We cultivate a culture of collaboration where such behavior is incentivized and rewarded, especially within our leadership.
- **Innovation:** Innovative solutions are vital to our unique identity in the marketplaces we serve. We strive to innovate in all aspects of our business, including ways to empower, train, mentor, grow, and sustain our diverse workforce. We recognize that innovative solutions result from successful collaboration within

diverse and creative teams and that a diverse workforce enhances our ability to provide clients with effective solutions to complex issues. We remain nimble and adaptable to the diverse and rapidly changing needs of our employees, clients, subcontractors, and communities. As we strongly believe that diverse teams come up with better innovative solutions, we seek to understand challenges that diverse individuals may face and remove barriers including biases that could potentially devalue their valuable contributions.

- **Lifelong Learning:** Continuous improvement through a culture of lifelong learning is essential for the long-term sustainability of our business. We are intentional in seeking self-education and external expertise to support our journey and living up to our commitment of promoting inclusion and diversity.
- **Health and Safety:** In everything we do, health and safety is paramount—not only to our employees, but also to the team members we work with, our clients, and our communities.
- **Sustainability:** We believe that EDI is vital to the sustainability of our company. Correspondingly, Geosyntec provides each employee the freedom to invest in self-driven values and related goals.

Our GeoCompetencies. Over the past several years, we have explored how our leadership style and capabilities can continue to reinforce our values and support the increasing diversity and complexity of our company and workforce. Strong leadership enhances our employee value proposition by creating an engaging and equitable employee experience, therefore strengthening our competitiveness. In pursuing our goal of empowering leaders, we established our own leadership GeoCompetencies as a guide to build the finest leaders in the industry. These GeoCompetencies are rooted in the long-standing values of our firm and are crucial to internal and external client service, project delivery, and fostering an engaging and inclusive employee experience. The following graphic illustrates our GeoCompetency framework.

Our next strategic plan will continue to build and implement our leadership vision as part of our company values.



Respectful Workplace Policies. Geosyntec actively maintains a work environment of mutual respect, collaboration, and ethical behavior. Ultimately, the responsibility to maintain a respectful workplace lies with every employee. Our company's culture is defined by our cumulative values and beliefs, and ultimately by our behaviors and choices.

Our Programs to Promote a Diverse Workforce. Geosyntec has a wide variety of established programs to support our diverse workforce including the following:

- **Diversity Council:** We recognize that embodying an inclusive culture is an ongoing journey that requires consistent and sustained investment from all levels across the firm. Our efforts are directed by an internal Diversity Council made up of employees who represent various aspects of the firm's diversity. This independent council works closely with our leadership and human resources department to provide direction and guidance for our diversity program.
- **Affinity Groups:** Our Affinity Groups or Employee Network Groups (ENGs) work with the Diversity Council to develop goals in alignment with the firm's mission and values. Each ENGs has a private Teams channel that is accessible only to members of that group. Communication among employees through these channels raises our collective awareness and affirms our commitment to antiracism, celebrations of diversity, and conscious inclusion.
- **Mentorship Program:** We mentor and sponsor the success of employees in all stages of their careers. This program connects individuals throughout the firm and delivers impactful mentorship driven by each employee's personalized goals.
- **Education and Training Resources:** We provide customized resources to educate employees to self-identify and work to eliminate any unconscious biases and move toward conscious inclusion. These are discussed in further detail within this plan.
- **Leadership Accountability:** Our leaders are committed to the firm's values and are held accountable for fulfilling this commitment. We are incorporating leadership competencies in our performance management and hiring practices to foster intentional and conscious inclusion.
- **Campus Outreach:** We collaborate with diverse organizations on college campuses to network and engage with a diverse group of candidates to increase the diversity of our talent pipeline.

The Diversity Council. The Diversity Council (DC) works closely with senior leaders across the firm to establish, influence, and promote Geosyntec's EDI culture. Geosyntec recognizes and appreciates the importance of creating and fostering an environment in which all employees feel included, valued, and empowered to do their best work and offer great ideas. We acknowledge that each employee's unique experiences and perspectives contribute to our ability to create and deliver the best possible service and solutions to clients and partners. We are committed to the sustained self-examination and investment required to build intercultural competence across the firm, and particularly in our leadership. We envision an EDI culture that (1) our employees embody and take pride in; (2) our clients applaud; (3) our prospective employees find attractive; and (4) our communities derive positive impacts from.

The mission of the DC is to contribute to and engage with leadership and help empower employees to create, sustain, and promote an inclusive, diverse, and equitable environment based on mutual respect and understanding.

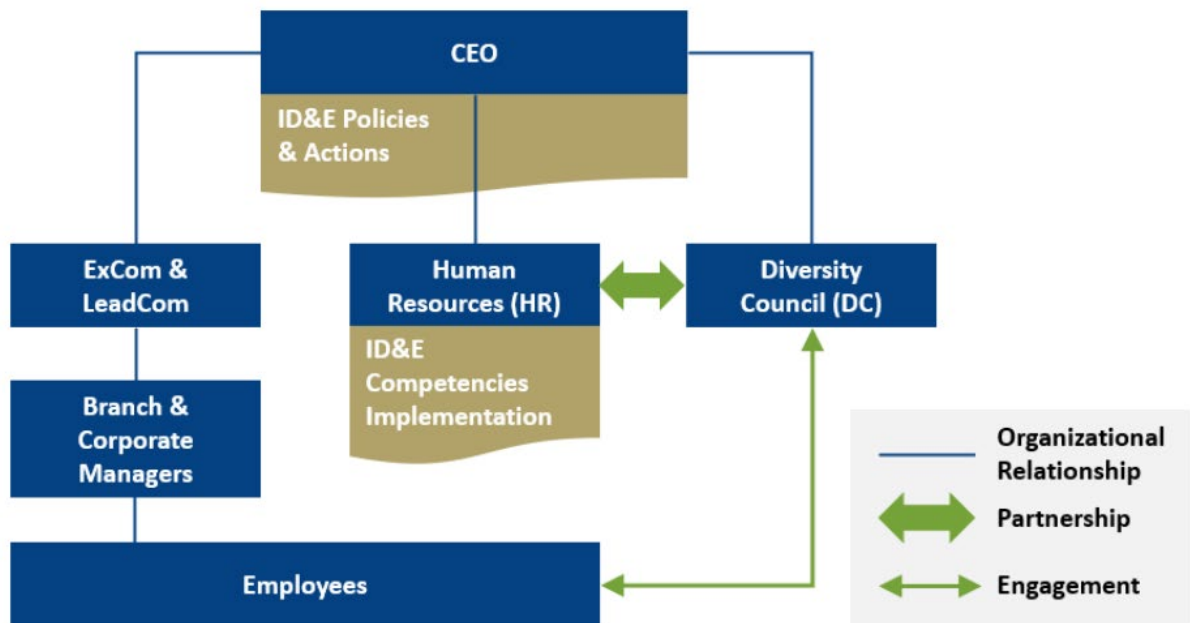
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The DC’s efforts are intended to help the firm build and support highly functional diverse teams at all scales— from projects, to operations, to company leadership. The DC achieves its mission by actively listening to employees to gain a deeper understanding of the range of perspectives within the firm, to engage leadership on these diverse perspectives, and to catalyze change, as necessary. Part of this listening comes from information obtained from our Employee Engagement Survey, which encourages our employees to provide input on a variety of subjects.

The DC consists of 10 members appointed by the Chief Executive Officer (CEO). The DC’s membership is reviewed annually with the following goals:

- Represent the diversity of our employees
- Balance the need for continuity while providing leadership opportunity to a range of employees to include fresh perspectives
- Include key stakeholders within the firm who can engage leadership and influence our EDI culture

The graphic below provides an overview of how the DC interacts with leadership, HR, and the employees of the firm.



The role of the DC is to create awareness around EDI and be a catalyst for the development of strategies and best practices that are inclusive of both the visible and invisible dimensions of diversity. These dimensions include but are not limited to race, ethnicity, religion, age, gender, gender identity and expression, sexual orientation, education, abilities, thinking styles, marital status, parenting status, political ideology, socioeconomic status/class, veteran status, citizenship, and appearance. The DC actively engages leadership of the firm, working in partnership with HR, to integrate EDI principles into company functions. The DC engages with employees by doing the following:

- Actively listening to employee suggestions and concerns, discussing them as a council, and making recommendations as appropriate to leadership.
- Actively engaging with branches across the organization to share resources, outreach policies, and core EDI concepts.
- Actively celebrating EDI in the firm and encouraging employees to share personal experiences and viewpoints.
- Creating effective communication methods for sharing content related to EDI across the firm, including informational resources (e.g., antiracism education library, how to work with others that have different styles, leadership development).
- Empowering employees to actively participate in the development and implementation of firm's EDI culture.

Some of the responsibilities of the DC include the following:

- Identify short- and long-term priorities for the council to support and promote firmwide EDI efforts.
- Proactively provide recommendations to leadership on EDI-related matters.
- Select and manage Diversity Consultants as needed.
- Partner with HR to develop and monitor appropriate EDI benchmarks.
- Provide regular briefings (including performance relative to benchmarks) to the Board of Directors and senior leaders.
- Participate in company town halls and other companywide meetings to inform and promote EDI efforts as requested.
- Partner with and support the CEO and HR Director with firmwide EDI communication as requested.
- Increase EDI awareness through communication of celebrations and other events.

One of the communication methods used is a Teams channel to encourage discussion, celebrate religious holidays for all faiths, and provide education. The DC also maintains a library of EDI Moments and encourages meetings organizers to share an EDI Moment at the beginning of company meetings. These moments include information on upcoming holidays, neurodiversity, implicit or unconscious bias, gender pronouns, Geosyntec's LGBTQ+ employees, and a host of other topics. For example, one of the Implicit Bias Moments shared at Geosyntec presents the following points for thoughtful consideration:

How to Reduce Implicit Bias:

- *Focus on seeing people as individuals. Rather than focusing on stereotypes to define people, spend time considering them on a more personal, individual level.*
- *Work on consciously changing your stereotypes. If you do recognize that your response to a person might be rooted in biases or stereotypes, make an effort to consciously adjust your response.*

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- *Take time to pause and reflect. To reduce reflexive reactions, take time to reflect on potential biases and replace them with positive examples of the stereotyped group.*
- *Adjust your perspective. Try seeing things from another person's point of view. How would you respond if you were in the same position? What factors might contribute to how a person acts in a particular setting or situation?*
- *Increase your exposure. Spend more time with people of different racial backgrounds. Learn about their culture by attending community events or exhibits. Schedule 1:1 meetings with peers or colleagues who have different identity markers than yourself.*

Teams backgrounds to promote EDI are also available for staff to use, such as this background created in honor of Pride Month:



Here's an example of a meaningful graphic that was developed and promoted by the DC to get the EDI message out to our employees and reinforces our culture.



Affinity Groups. Our Affinity Groups or ENGs are an important part of our culture and currently include:

- **AsPIRE:** A safe, brave, and collaborative space for employees who identify as Asian, Asian American, Native Hawaiian, and Pacific Islander to build community, advocacy, connections, and support among one another.
- **B.L.A.C.K.** (Brave Leaders Achieving Change through Knowledge): B.L.A.C.K. provides a safe, brave, collaborative space for all employees who identify as Black, African American, African, Caribbean, or AfroLatin to connect, network, advocate, and support one another.
- **GeoPride:** GeoPride is a confidential place for Geosyntec employees who identify as lesbian, gay, bisexual, transgender, queer +, or questioning to meet, network, provide mutual support, and share resources.
- **Tu Casa:** Tu Casa's mission is to better understand the uniqueness of our colleagues who identify as Hispanic and/or Latino so that together we can work toward creating more equitable and inclusive opportunities.
- **Women's Network of Geosyntec:** The Women's Network of Geosyntec (WNG) is a grassroots program started in 2009 with the goal of educating, empowering, advancing, and advocating for the women and gender-nonconforming individuals of Geosyntec through collaboration, connectivity, and communication.

The importance of having ENGs is that they do the following:

- Boost inclusion and provide a safe space for traditionally underrepresented employees
- Help us retain and attract talent
- Contribute to diverse talent representation and by actively supporting ENGs, we increase the visibility of underrepresented groups
- Advocate for education as Members share their experiences, educate others, and raise awareness
- Have a real impact on policies, because their collective voice can influence organizational practices, from recruitment to benefits

When ENGs advocate for positive change, we can all benefit. In summary, ENGs aren't just affinity groups—they're strategic tools for building an inclusive culture.



The DC is also open to forming ENGs for other underrepresented groups as identified. Employees who self-identify as belonging to and would like to join an existing ENG are encouraged to join the private Teams channel for that group.

G.2 Employment Practices

Our employment practices of recruitment and hiring, employee development and advancement, and training are addressed below. We are committed to continually refining our internal functions to ensure that our employment practices, including systems and processes, are inclusive and fair and that they promote equal opportunity. We are dedicated to enhancing, improving, and promoting Geosyntec's culture of EDI in everything we do.

Recruitment/Hiring. Geosyntec is an EEO and Affirmative Action employer and we comply with all applicable federal, state, and local laws governing nondiscrimination in employment and ensure equal opportunity in all

terms, conditions, and benefits of employment or potential employment. We prohibit discrimination and harassment against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, or any other legally protected characteristic. We have established affirmative action programs and engage in affirmative action measures to ensure that qualified applicants are employed, and that current employees are treated without regard to their race, religion, color, gender, pregnancy (which includes pregnancy, child birth, and medical conditions related to pregnancy, childbirth, or breastfeeding), physical or mental disability, medical condition, genetic information, national origin, age, familial status, marital status, domestic partner status, sex, sexual orientation, sexuality, transgender status, gender identity or expression, citizenship status, weight, height, arrest record, protected veteran status, or any other legally protected characteristic or group status. We have established an audit and reporting system to allow for effective measurement of our affirmative action activities.

As previously stated, we are committed to building an inclusive and equitable workplace so that our people can bring their whole selves to work, build rewarding careers, and work with diverse colleagues, clients, and partners to develop innovative solutions to serve our communities. Geosyntec supports this commitment by prioritizing outreach and engagement efforts to candidates who represent many different sociocultural backgrounds and identities.

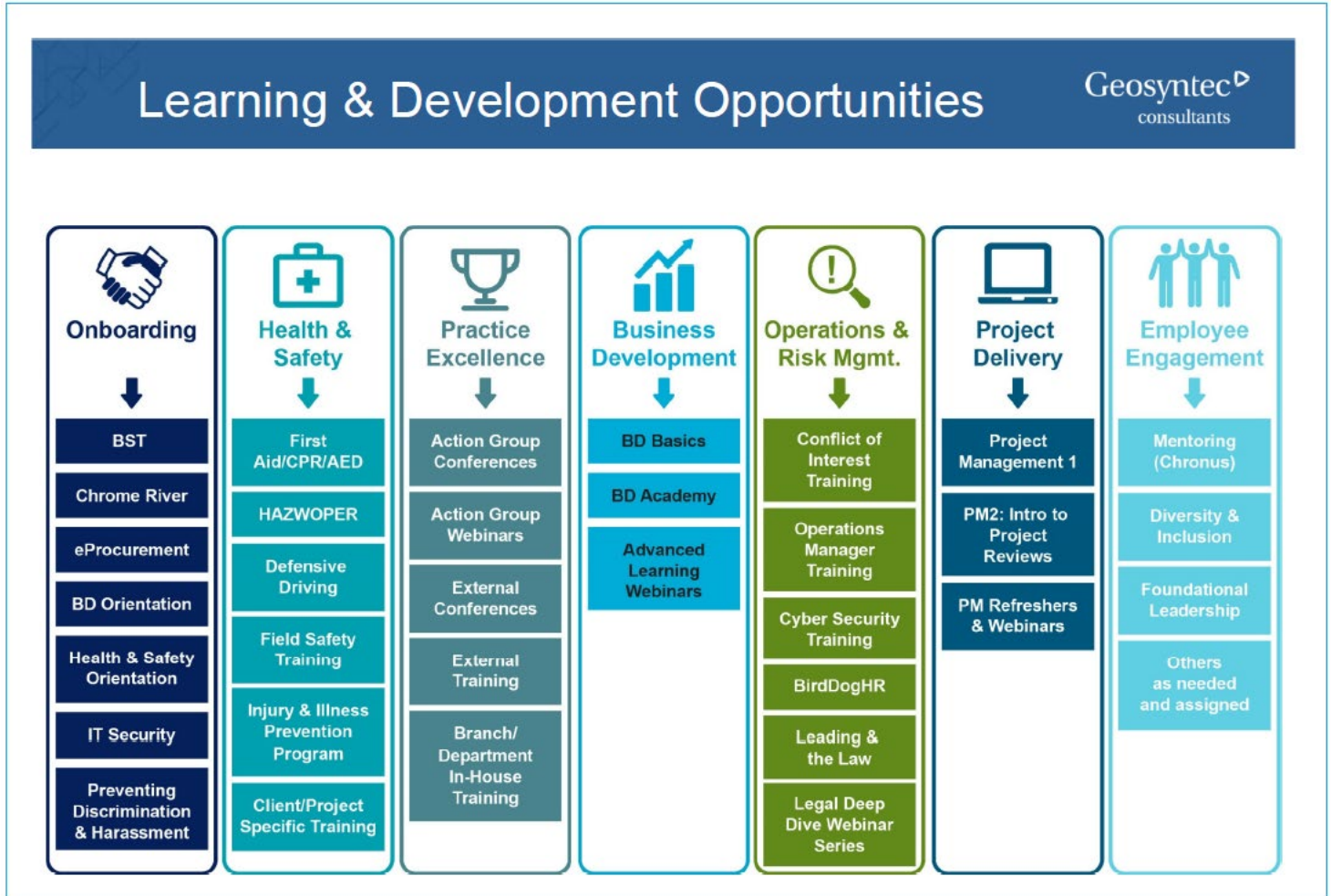
Employee Development/Advancement. Geosyntec provides a Career Development SharePoint site to help individuals with furthering their careers through mentoring and coaching services. This is the go-to source for information to help employees navigate their career path at the firm, from learning what to expect at different stages of their career to providing practitioner videos that share personal career journeys. The site also provides links and tips that staff may need to take charge of their own career. Within this site, employees can explore a comprehensive set of tools to guide career progression and, in collaboration with their manager, develop a personal plan to advance their career. The site also provides career maps for different areas of expertise within the firm for exploring, as well as links to training and information that help with advancement.

Geosyntec promotes from within the firm and provides guidelines to ensure equitable treatment of candidates throughout the company. To support department managers and supervisors in assessing whether a candidate is ready to be promoted, a matrix of key position requirements is available. The information is useful for identifying goals for development and continued professional growth. Eligibility for promotion is evaluated during annual review periods. Among other things, managers evaluate the individual's drive and desire to be promoted, their consistent performance compared to expectations for their position, and ability to meet core competency requirements.

Training. Geosyntec is committed to lifelong learning as reflected in our core values. We support and value the engagement of our staff and the firm in lifelong learning and reinvention. Our Learning & Development Team develops and curates training programs that align with our strategic goals and provide opportunities for all employees to develop in their careers.

There are seven basic categories of training that represent major areas of focus in the firm. The number and type of training opportunities are increasing as we build out our Learning & Development program over time. We also offer LinkedIn Learning as an eLearning resource available to all employees. LinkedIn Learning's digital library

includes over 6,000 courses covering a wide range of technical, business, software, and creative topics. LinkedIn Learning is accessible 24/7 from desktops or mobile devices.



G.3 Expectations of Valuing and Actively Collaborating through Partnerships with Subcontractors/Subconsultants

Our commitment to EDI in selecting subcontractors and subconsultants furthers the continued success of our business by developing and advancing meaningful partnerships with our external stakeholders. Our subcontractors and subconsultants that we partner with contribute to our innovative processes with specialized knowledge and niche talent that helps us bring high-value solutions to our clients’ most challenging projects. We value our relationships with our teaming partners and actively collaborate with partnerships built on mutual trust and respect with the expectation of quality work products and ethical behavior. We acknowledge that we are stronger together and can provide better solutions through offering diverse teams and solutions to our clients. As a result, we help build sustaining and successful small businesses in the communities in which we work and live.

H. Future Initiatives



Over the next 5 years, Geosyntec will continue to refine and improve its program to promote EDI both internally and externally. A list of action items we are planning to implement is shown in the graphic above and includes the following:

- Build capacity, competency, and accountability to effectively lead and manage a diverse and inclusive workforce to meet business objectives
- Define and integrate measurable core EDI competencies into company systems to foster a work environment that ensures equitable access for professional growth and advancement opportunities by identifying barriers and recommending mitigation strategies that affect recruitment, retention, and advancement of a diverse workforce.
- Develop intercultural competence, thereby maximizing effectiveness in engagement with employees, clients, and other partners such as our subcontractors, subconsultants, suppliers, and other teaming partners.
- Support local branches/offices who are proactively implementing EDI plans for their operations and promote such efforts with the remainder of the firm including sharing lessons learned.
- Embed and communicate the EDI framework across the firm with a strong connection to our strategic business plans (e.g., SP2022, the SP2022 Update, and the forthcoming strategic plan to be released in 2025).
- Communicate and build on EDI successes and impacts to continually expand EDI efforts.

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

Sincerely,

Geosyntec Consultants, Inc.

City and County of Denver

Rebecca C. Daprato

Marina Logachev

Rebecca C. Daprato, PhD, PE
Senior Principal/Project Manager

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

8/26/2024

August 27, 2024

Date

Date