

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the 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 **PEAK CONSULTING GROUP, LLC**, a Colorado limited liability company (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional services related to “**Peña Boulevard Design Services and NEPA (I-70 to Gun Club Road)**”; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and Contractor’s proposal was selected for award (copies of the RFQ and the Proposal attached as **Exhibit K**); and

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

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

1. **LINE OF AUTHORITY:**

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), 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 Chief Construction and Infrastructure Officer (the “**EVP**”). The EVP or their designee will designate a **Project Manager** to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. **SCOPE OF WORK:**

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached **Exhibit A** (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment customarily provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. nature to the work described in this Agreement.

iii. Contractor understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the “**Design Deliverables**”), as required by the City.

iv. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, notices to proceed, and memoranda of policy furnished to it by the City.

v. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling (“**BIM**”) as set forth in the Design Standards Manual, which is incorporated herein by reference. Contractor will develop a draft BIM Project Execution Plan (“**BXP**”) with the City and all sub-consultants.

vi. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

vii. In performing all work under this Agreement, Contractor shall coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor’s sub-contractors, the City, the City’s consultants, related suppliers and subcontractors of any tier, and, at the City’s request, other adjacent projects at DEN.

viii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor contracts to perform any portion of the work under this Agreement.

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

E. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO, which shall not be unreasonably withheld or delayed. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable, in the reasonable discretion of the CEO, to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the 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 and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

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

F. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its reasonable discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance to the reasonable acceptance of the Project Manager, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor 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 Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years after the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

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

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the CEO, Contractor 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 Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon thirty (30) days' written notice to Contractor.

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

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor 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 Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor

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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional direct costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Fifteen Million Dollars and No Cents (\$15,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial individual hourly rates and charges, including any applicable multiplier, are set forth in **Exhibit B**. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate

adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Contractor 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.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or their authorized representative determines, in their reasonable discretion, the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. D/MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

- i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-117 to 28-199 (the "**DSBO 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 32%.
- ii. Under § 28-132, D.R.M.C., the Contractor 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 there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
 - a. The Contractor is required to comply with the Equity, Diversity and Inclusion Plan ("**EDI Plan**") attached as **Exhibit F** and as it may be modified in the future by DSBO.
 - b. In addition, a separate Utilization Plan, attached as **Exhibit E**, is required in accordance with § 28-62(b), D.R.M.C. Along with the EDI Plan and Utilization Plan requirements, the Contractor 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 EDI Plan and/or Utilization Plan and achieving the MWBE participation goal. The EDI Plan and Utilization Plan is subject to modification by DSBO.

- c. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor 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 § 28-133, 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 to the City.
- d. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment 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 or modification shall be immediately submitted to DSBO for notification purposes.
- e. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- f. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- g. Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- h. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.
- i. Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Contractor is required to comply

with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. Prevailing Wage. To the extent applicable and required by law, Contractor 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, Contractor 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. Initial worker categories and rates are in **Exhibit D**.

Date bid or proposal issuance was advertised: August 22, 2024

D. Compliance With Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.

E. City Prompt Pay.

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final Payment to Contractor shall not be made until after the 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 Contractor. The City may, at the discretion of the SVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP.

7. **INSURANCE REQUIREMENTS:**

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in **Exhibit C**. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor’s inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. **DEFENSE AND INDEMNIFICATION:**

A. INDEMNITY:

i. **FOR NON-DESIGN PORTION OF SOW:** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall

be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

B. DUTY TO DEFEND:

i. **FOR NON-DESIGN PORTION OF SOW:** Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

ii. **FOR DESIGN PORTION OF SOW:** Consultant's obligation to defend and indemnify the City may be determined after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Consultant's duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Consultant is not named as a Defendant.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor 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 CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability consultant as soon as practicable.

D. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders and rules and regulations of the City.

E. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor 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, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings 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.

F. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

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

And by the City to:

Peak Consulting Group, LLC
200 Union Boulevard, Suite 210
Lakewood, Colorado 80228

Contact: Colleen Roberts
Phone: 303-218-0746
Email Address: colleenroberts@peakconsultingco.com

ii. Delivery of Formal Notices. 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 (FedEx, 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 Subsection (E)(ii).

iii. Other Correspondence. 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.

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

I. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

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

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

L. Cooperation with Other Contractors.

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

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

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

N. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, lockdowns, 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.

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

P. No Authority to Bind City to Contracts. Contractor 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.

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

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

S. Taxes and Costs. Contractor 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.

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

i. 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.

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

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

iv. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor 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 Contractor of any pollutant or hazardous material.

U. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor 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 Contractor agrees to be bound by CEO’s decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor 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 SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the 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, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, 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.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right, upon reasonable notice to the Contractor, 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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 six (6) 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.

ii. Additionally, Contractor agrees until the expiration of six (6) 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 Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor'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.

iii. 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 Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver 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 the City barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor 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.

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. The City, in its discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor 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, Contractor 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.

iii. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor 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 Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

12. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

13. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount 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 Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor 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 Contractor. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the 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 the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in the Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Prevailing Wage
- Exhibit E: Utilization Plan
- Exhibit F: EDI plan
- Exhibit K: RFP and Peak Response

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 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
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit K

16. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. 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.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor 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-202473952-[[This Amendment Number]]
Contractor Name: PEAK CONSULTING GROUP LLC

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-202473952-[[This Amendment Number]]
PEAK CONSULTING GROUP LLC

By:  Signed by:
Colleen Roberts
11D399B43DC24DD...

Name: Colleen Roberts
(please print)

Title: owner/principal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Choose an item.

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

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.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

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.

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.

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

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

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 Consultant, 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq)(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) 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 (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. 74087 (2005)];
- 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)

Consultant is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Consultant 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. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant 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). Consultant 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.

DENVER INTERNATIONAL AIRPORT
Peña Boulevard Design Engineering Services and NEPA – Scope of Work



EXHIBIT A: SCOPE OF WORK
PEÑA BOULEVARD CORRIDOR DESIGN ENGINEERING SERVICES
AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)
Contract No. 202473952-00

SECTION 1
PROJECT SPECIFIC INFORMATION

A. PROJECT INTRODUCTION

Denver International Airport (DEN) is a commercial air carrier facility located 23 miles northeast of the metropolitan Denver area. Located near the geographic center of the United States, DEN is the only major hub airport within a 500-mile radius and offers nonstop flights to more than 200 destinations. Therefore, DEN attracts passengers from all over Colorado as well as significant passenger numbers from the Mountain States and Midwest. DEN also has service to approximately 20 Federally subsidized Essential Air Service (EAS) routes across the Western and Midwest U.S. making DEN the only air service option for these rural markets. Transit is currently not a viable option for a significant number of the passengers traveling to DEN, therefore Peña Boulevard remains essential for connecting travelers to the region's major hub airport.

Peña Boulevard is an 11-mile-long freeway that provides the only roadway access to DEN while also offering connectivity to numerous off-airport developments and communities. Transit is currently not a viable option for a significant number of the passengers traveling to DEN, therefore Peña Boulevard remains essential for connecting travelers to the region's major hub airport. Passenger growth at DEN, development of the Far Northeast Area, and increased freight have all added significant demands to the corridor. Passenger growth at DEN, development of the Far Northeast Area, and increased freight have all added significant demands to the corridor.

B. PROJECT BACKGROUND

Peña Boulevard is a four-lane (two lanes each direction) freeway that extends from I-70 to the Jeppesen Terminal at DEN. The roadway widens to three lanes in each direction between the E-470 Tollway (E-470) and the Jeppesen Terminal. There are seven full or partial interchanges; the 40th Avenue and 56th Avenue interchanges provide access to surrounding communities, including Historically Disadvantaged Communities, and Regional Transportation District (RTD) A-Line commuter rail stations. The two most eastern interchanges provide access to DEN on-site parking, rental car concessions, cargo-freight carriers, and the cell phone waiting concession.

Over its history, Peña Boulevard traffic has increased from an average daily traffic (ADT) volume of 75,000 vehicles in 1995 to more than 135,000 ADT in 2019 (an increase of 80%). Safety risks are of concern; high crash rates reaching 860 collisions between 2016 through 2021, and periods of poor roadway performance on Peña have multiplied. During these periods, traffic on local streets have increased, affecting quality of life within the adjacent communities.

Peña Boulevard was originally constructed almost 30 years ago, as such required maintenance work is extensive, and the cost to maintain the aging facility is substantial. In 2023, DEN served 77.8 million passengers; DEN is expected to serve 100-million annual passengers as soon as 2027. To manage growth, maintain the reliability of the supply-chain and continue to boost the local and regional economy, DEN must rehabilitate Peña Boulevard and address infrastructure deficiencies.



Far Northeast Denver is comprised of some of the largest, last undeveloped land in the Metro area and includes the Cities of Denver, Aurora and Commerce City. Traffic was primarily airport based and areas adjacent to the roadway were primarily open space and undeveloped. Over time, adjacent lands have developed and more recently in the past several years significant development activity has been constructed or is in progress; significantly impacting the transportation infrastructure in the area.

The Peña Boulevard Transportation and Mobility Master Plan Study has been completed in advance and shall be analyzed, leveraged, and incorporated in support of the project. The Master Plan was not prepared as a Planning and Environmental Linkages (PEL) as defined by the Federal Highway Administration (FHWA), however, the planning process followed PEL principles to accelerate project delivery. Specifically, a collaborative and integrated planning approach:

1. considered environmental, community, and economic goals early in the transportation planning process and;
2. will use the information, analyses, and products developed during planning to inform about the environmental review process.

C. PROJECT DESCRIPTION

DEN is seeking a professional consultant to complete the Design Engineering Services and Environmental/NEPA tasks for potential cross-sectional improvements to Peña Boulevard between I-70 and E-470.

This Project involves multi-modal solutions to the Peña Boulevard corridor through managed lanes, adjacent multiuse trail facilities, transportation demand management (TDM), and incentivizing high-occupancy vehicles and public transit. The Denver Regional Council of Governments (DRCOG) 2050 Metro Vision Plan includes widening of Peña Boulevard from 4 to 6 lanes adding managed lanes between I-70 and E-470.

DEN has completed the Peña Master Plan which identifies potential alternatives for Peña Boulevard that shall be considered as part of this Project. In tandem to the Peña Master Plan, DEN developed a TDM Plan. The TDM Plan identified 19 strategies aimed to reduce drive alone trips to the airport for both employees and passengers, while encouraging sustainable transportation. DEN will separately contract with another consultant (herein referred to as "TDM consultant") to implement these TDM strategies over the next 5 years. This scope of work does not include TDM implementation however the consultant shall anticipate coordination with the TDM consultant as solutions are developed for Peña Boulevard.

The planned improvement will require preliminary design plans for transportation improvements on Peña Boulevard between I-70 and E-470 that may include the following work elements:

1. Complete all preliminary roadway design, bridge design, hydraulic design, electrical, ITS, materials and geotechnical design, structural design, traffic design and modeling, and environmental enhancements and mitigation elements to produce preliminary (FIR level) construction plans.
2. Provide required support/staff to prepare NEPA documentation and obtain a NEPA decision document.
3. Provide administrative support as well as assist with exhibits, presentations and meetings.
4. Public outreach and stakeholder involvement assisting DEN with decision making. Public outreach will be in coordination with DEN.
5. Work collaboratively and communicate with DEN and other consultants who are contracted separately from this scope of work.



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6. Achieve the project and corridor goals listed below, project objectives, and completion of all work products.

Scope of Work Assumptions:

1. The scope of services in this document assumes 30% design, NEPA Documentation, and a NEPA Decision Document. Additional work elements may be added as listed in this scope of work in task orders as directed by the DEN Project Manager (DEN/PM).

D. PROJECT GOALS

This project is intended to produce the following improvements:

- Safety
 - Improve the safety of all travelers in the corridor, fully supporting the City’s Vision Zero goal.
- System Functionality
 - Produce a project that is consistent with the DEN’s vision and commitments and is consistent with surrounding planning and studies.
 - Deliver a project that is consistent with and building upon DEN Vision 100 including: sustainability & resiliency; equity, diversity, inclusion & accessibility; continuous stakeholder input/feedback; and enhancing the customer experience.
 - Evaluate accommodation of emerging vehicle-to-infrastructure technology and connected vehicles.

The improvements to the Peña Boulevard Corridor between I-70 and E-470 are intended to increase mobility options, enhance safety, and manage travel demand for the airport and the surrounding community while addressing congestion.

The following were identified as Peña Boulevard Corridor goals:

- Safety – Reduce the rate of vehicle crashes
- Multimodal Connectivity – Improve connectivity for all modes of travel
- Regional Growth – Accommodate DEN growth and adjacent development
- Congestion – Accommodate increasing traffic volumes including freight
- Travel Time - Improve Travel Time Reliability
- Aging Infrastructure – Update Peña Boulevard to current standards and reduce annual maintenance

*the terms Access, Mobility and Connectivity will need to be clearly defined when used in NEPA.

E. ENVIRONMENTAL SUSTAINABILITY

DEN is committed to the construction, operation and maintenance of environmentally sustainable infrastructure. Figure 1 outlines the four guiding principles of Vision 100 and Operation 2045 which includes sustainability and resiliency and specifically the goal for DEN to becoming the greenest airport in the world. Vision 100 and Operation 2045 are two phases of DEN’s strategic plan. Vision 100 is phase one and is focused on preparing the airport to serve 100 million annual passengers as soon as 2027. Operation 2045 is phase two and is focused on preparing the airport for its 50th Anniversary in 2045 and for an expected 120 million-plus annual passengers. Both phases combined serve as a blueprint to align decision-making and accountability.



Figure 1 Vision 100 and Operation 2045 Strategic Guiding Principles



As part of Vision 100, DEN has made the following sustainability and resiliency commitments:

- Develop initiatives to help reduce the environmental impact of airport operations
- Expand solar energy program
- Implement deep energy and water retrofits across the airport
- Design and build LEED certified Gold Facilities and Envision certified facilities
- Plan for the transition to electric vehicles (EV) and install additional charging stations
- Improve recycling and composting infrastructure
- Increase Climate Resilience

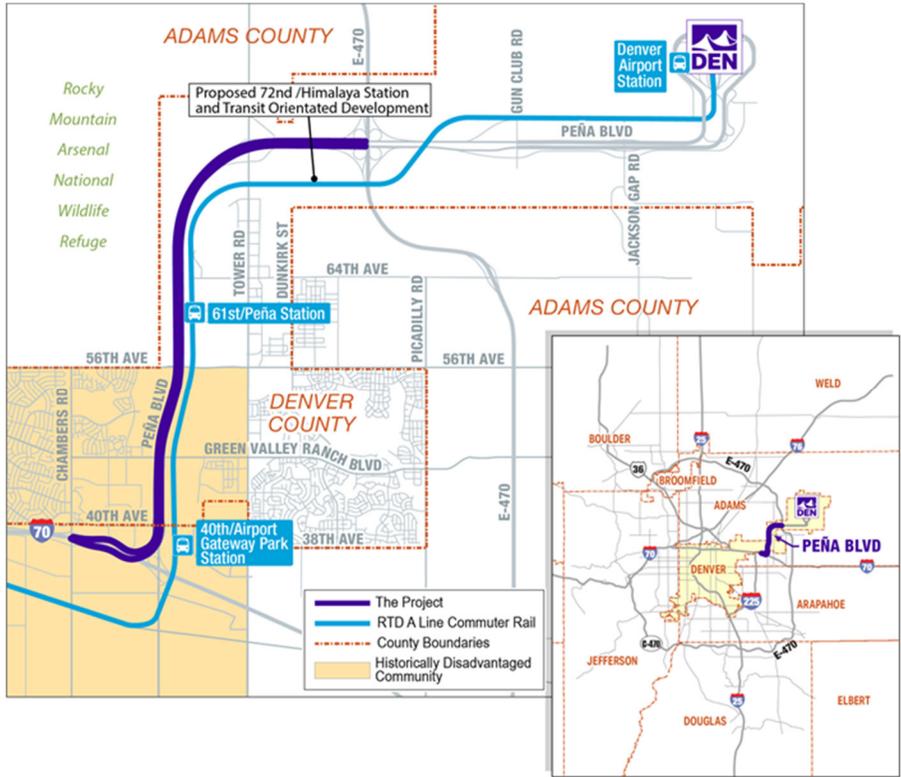
F. PROJECT LIMITS

The Peña Boulevard Design Services and NEPA includes Peña Boulevard in Denver County and Adams County from the I-70 interchange to the E-470 Interchange.



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Project Location Map



G. PROJECT COSTS

The construction cost of improvements in this study is estimated between \$200M and \$400M. The scope for this work will be separated into multiple task orders.

H. WORK DURATION

The time period for the work described in this scope is estimated to begin in Q4 2024 and end in Q4 2026. Subsequent pre-construction task orders may be initiated which require additional time to complete.

DEN desires that preliminary design and NEPA documents be completed within 24 months of NTP. The consultant proposals shall identify early action items as appropriate. After completion of NEPA, a selection delivery matrix shall be completed to identify an approach to completion of the final design and construction.

I. CONSULTANT RESPONSIBILITY AND DUTIES

The Consultant is responsible for conducting project coordination, agency coordination, public participation, stakeholder coordination, roadway design and alternatives analysis, structure design, hydraulics, utility and traffic design, environmental and design data collection and analysis, environmental document requirement determination, preparation and submittal of an environmental assessment or environmental impact statement, record of decision, and other tasks as described herein.

CDOT’s Policy Directive 1904.0 establishes the CDOT NEPA Manual as the method that CDOT and consultants working for CDOT shall use for maintaining compliance with NEPA standards.



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This draft scope of work serves as a guideline of the tasks necessary for project success. It is expected that Consultant proposals will expand upon this scope and develop strategies based on their experience, expertise, and evaluation of the project's needs. The final scope will be developed in collaboration with the selected Consultant team.

J. WORK PRODUCT

The work in the scope of services for this project will be contracted on an individual Task Order basis, as needed and if needed as determined by DEN. DEN reserves the right to, at its sole discretion, decide to not issue task orders for any part of the work contained in this scope of services or use other Consultants to complete certain scopes of services. The Consultant work products may include:

1. Environmental Documents
2. National Environmental Policy Act (NEPA) Report(s) - Technical summary of the engineering and environmental considerations, assumptions, analysis methodologies, and graphic displays of the recommended alternative(s).
3. Environmental Record of Decision / NEPA Approval Documentation
4. Coordination of all Environmental and Design Work efforts and documentation with ISI Envision sustainability framework.
5. Project Coordination
6. Schedule Management
7. Risk Assessment and Mitigation Planning
8. Meeting Minutes, Monthly project update report, record of decisions of each meeting
9. Design plans and engineer's estimate.
10. Other potential pre-construction Task Orders for work including but not limited to the list provided in *Contract Conclusion – Supplemental Work*.

The design will be advanced to a level that clearly allows the identification of impacts within each environmental resource area.

Requirements are further described in the sections that follow.

K. WORK PRODUCT COMPLETION

All submittals must be accepted by DEN/PM or designee.

L. ADDITIONAL PROJECT INFORMATION

The Project will build upon previous work including corridor studies, mobility studies, traffic modeling and alternative concepts study. Coordination with the appropriate partner agencies regarding general project definition and likely NEPA class of action has not been completed. Specific agency roles in completing this project and contributions of funding will be determined during early project scoping. The consultant will, in cooperation with DEN, develop a detailed project development schedule before formally asking for a determination that will include a targeted date for making a NEPA class determination and completion of the NEPA decision document.

Studies and projects which may influence this project are listed below:

- 2024 DEN Transportation and Mobility Master Plan Study



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- DRCOG Transportation Improvement Program (TIP) FY 2024-2027 TIP Regional Share (Call #4) Project Application
- 2017 I-70 East Final Environmental Impact Statement and Record of Decision
[I-70 East Environmental Impact Statement \(EIS\) - Home](#)
- 2009 RTD FasTracks Environmental Impact Statement
- DOTI Far Northeast Area Plan
- DOTI Far Northeast Area Next Step Study
- 2022 RAISE grant application for Pena Boulevard Transportation and Mobility Project: Design and Environmental (not granted, use as a reference)
- 2019 HPTE/CDOT Express Lanes Master Plan
- DEN Climate Resiliency Assessment and Adaptation Plan (In development)

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**SECTION 2
 PROJECT MANAGEMENT AND COORDINATION**

A. PROJECT COORDINATION

Coordination will be required with the following at a minimum:

1. Federal Aviation Administration (FAA), support to DEN as needed
2. CDOT North Program Engineering, R1 Environmental and all specialty groups
3. CTIO (Colorado Transportation Investment Office)
4. Cities: City & County of Denver, Commerce City, Aurora
5. Counties: Adams County, City & County of Denver
6. Regional Transportation District (RTD)
7. Denver Regional Council of Governments (DRCOG)
8. Metropolitan Planning Organizations (MPO's)
9. U.S. Army Corps of Engineers (USACE)
10. Mile High Flood District (MHFD)
11. Colorado Water Conservation Board (CWCB)
12. Federal Emergency Management Agency (FEMA)
13. Colorado Parks and Wildlife (CPW)
14. Environmental Protection Agency (EPA)
15. U.S. Fish and Wildlife Service (USFWS)
16. Rocky Mountain Arsenal
17. Federal Highway Administration (FHWA)
18. State Historic Preservation Officer (SHPO)
19. Utilities
20. Colorado Department of Public Health and Environment (CDPHE)
21. Colorado Motor Carriers Association (CMCA)

The consultant should anticipate that a design which affects another agency will have to be accepted by that agency prior to its acceptance by DEN. Submittals to affected agencies will be coordinated with DEN.

B. NOTICE TO PROCEED

Work shall not commence until the written Notice-to-Proceed is issued by DEN.

C. PROJECT COMMUNICATION

Routine Working Contact shall be between the DEN/PM and the Consultant Project Manager (C/PM). Each Project Manager shall provide the others with a written synopsis or copy of their respective contacts by telephone and in person with others and copies of pertinent written communications.

D. REPORTING AND BILLING

The Consultant shall provide the following on a routine basis:

- Coordination: Coordination of all contract activities by the C/PM
- Periodic Reports and Billings: The periodic reports and billings required by DEN, including monthly drawdown schedules.

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- General Reports and Submittals: In general, all reports and submittals must be approved by DEN prior to their content being utilized in follow-up work effort.

E. PERSONNEL QUALIFICATIONS

The C/PM must be approved by the DEN/PM. Certain tasks must be done by Licensed Professional Engineers (PE) or Professional Land Surveyors (PLS) who are registered with the Colorado State Board of Registration for Professional Engineers and Land Surveyors. National Institute for Certification in Engineering Technology (NICET) or other certifications may be required for project inspectors and testers.

All tasks assigned to the Consultant must be conducted by a person on the Consultant team that is qualified and has specific expertise in that task. The qualified person is a professional with the necessary education, certifications (including registrations and licenses), skills, experience, qualities, or attributes to complete a particular task. Design of any special project features must be directed, completed, and overseen by a professional engineer with significant experience in design of those special project features.

This contract requires that the prime firm or any member of its team, be pre-qualified by CDOT in the following disciplines for the entire length of the contract:

- BR – Bridge Design
- CE - Civil Engineering,
- EL -Electrical Engineering,
- EN - Environmental Engineering,
- GE - Geotechnical Engineering,
- HD - Highway & Street Design,
- HY - Hydrology and Hydraulics (including PWQ),
- LA – Landscape Architecture
- MA - Management (Contract Admin),
- MT – Materials Testing
- SE -Structural Engineering,
- SU – Surveying and ROW
- TP - Transportation Engineering
- TR - Traffic Engineering

It is the intent of DEN that all key personnel be engaged to perform their specialty for all services required by this contract, and that the Consultant's key personnel be retained for the life of this contract to the extent practicable and to the extent that such services maximize the quality of work. If the Consultant or a subconsultant decides to replace any of its key personnel, the Consultant shall notify the DEN/PM in writing of the desired change. No such changes shall be made until at least two qualified replacement candidates are recommended by the Consultant and a replacement is approved in writing by the DEN/PM. The DEN/PM's approval shall not be unreasonably withheld.

Failure of the Consultant to comply with the requirements of this provision may be the basis for DEN's termination of this contract. The DEN/PM shall respond to the Consultant's written notice regarding replacement of key personnel within fifteen working days after the DEN/PM receives the list of proposed changes. If the DEN/PM or its designated representative does not respond within that time, the listed changes shall be deemed to be approved. If during the term of the contract the DEN/PM determines that the

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performance of approved key personnel is not acceptable, he shall notify the Consultant and give the Consultant the time which the DEN/PM considers reasonable to correct such performance. Thereafter he may require the Consultant to reassign or replace such key personnel. If the DEN/PM notifies the Consultant that certain of their key personnel or the key personnel of a subconsultant should be replaced, the Consultant shall use its best efforts to replace such key personnel within a reasonable time, not to exceed thirty calendar days from the date of the DEN/PM's notice.

F. ELECTRONIC SUBMITTALS

AUTOCAD Civil 3D is the official electronic archive for DEN projects. Project submittals and all relevant documents shall be uploaded to the DEN BIM project folder by the consultant. The data format for submitting design computer files shall be compatible with the latest version of the adopted DEN software. The Consultant shall immediately notify the DEN/PM if the firm is unable to produce the desired format for any reason and cease work until the problem is resolved.

G. PROJECT DESIGN DATA AND STANDARDS

The consultant is responsible for obtaining and ensuring compliance with the most recent DEN and CDOT adopted versions of the standards and specifications, manuals, and software or as directed by the DEN/PM. Conflicts in criteria shall be resolved by the DEN/PM.

H. SCOPE OF WORK ORGANIZATION

This draft scope of work contained herein reflects a plan of approach based on the known goals. One factor determining the selection of a consultant is the ability of that consultant to analyze the project goals, evaluate the work elements, and formulate a work plan. This process may produce new approaches or modification to the project work elements. Because of that, all consultants shall be aware that the Final Scope of Work for a project will be produced with input from the selected consultant.

The following sections are intended for preliminary information only, task order assignments will be made on an "as-needed" basis. DEN may change or add/delete task responsibilities for completion of the Project. Consultant responsibilities include making recommendations for task orders and preparing individual scopes of work that result in the most efficient and cost-effective delivery of the Project.

DEN has staff and contract consultants that may contribute and/or collaborate on the Project. These DEN staff include, but are not limited to; Pena Boulevard PMT, Project Management Support Services, Project Management Office (PMO), Environmental Support Services, Geotechnical Engineer, Quality Assurance, and Materials Testing. The consultant shall coordinate as a project team for delivery of the Project.



SECTION 3 PROJECT INITIATION AND CONTINUING REQUIREMENTS

A. PROJECT MEETINGS

The types and numbers of meetings shall be flexible and determined by an interactive process as approved by DEN and the Consultant. Public Hearing efforts are accounted for in Section 4.

1. Initial Project Kick-Off Meeting

DEN and the Consultant will schedule and facilitate the initial project kick-off meeting. All appropriate disciplines should be included in the scoping meeting. Create an invitation list, send notices with a draft agenda prior to the meeting, and provide meeting minutes to all those invited. Whenever possible, the kick-off meeting will include an on-site inspection to familiarize the entire project team with the character and conditions of the area. The scoping meeting will also be used to clearly identify scope elements, responsibilities and coordination necessary to complete the work.

2. Progress Meetings

DEN and the Consultant will meet periodically as required (typically every two weeks) for progress meetings. The meetings will review activities required to be completed since the last meeting, problems encountered/anticipated and potential solutions, project schedule update, action items, and coordination required with other agencies.

3. Public Meetings

DEN and the Consultant are responsible for public meetings. The Consultant shall provide the presentation aids and help conduct the meeting. Several public meetings were conducted during the Transportation and Mobility Master Plan. Future public meetings shall utilize and build upon these previous efforts.

a. Locations and Logistics

DEN and the Consultant are responsible for public meetings locations and logistics. The Consultant shall coordinate public meeting locations and meeting logistics with the DEN/PM. Public meetings (scoping and workshops) shall be conducted in close proximity to the project corridor. In addition, opportunities for virtual engagement will also be made available for those unable to attend in-person meetings. The Consultant shall ensure that all public meetings are (1) held at locations that meet ADA-accessibility requirements, and, (2) are fully accessible at the time of the meetings.

b. Documentation

The Consultant shall develop a summary document of public scoping meetings, public workshops, public hearings, and any other public meetings. The documents will include relevant summaries of the meeting, displays, handout materials, and comments received. Documents could include, but are not limited to, meeting minutes, member lists, and all communications aids in this scope of work.

c. Translation Services

The Consultant will provide language interpreters at the public scoping meeting and the one (1) public open house in any language, including American Sign Language, requested by a community resident that wants to participate in the public meeting. The Interpreters will be responsible for translating any public comments for entry into the records. Engagement materials for the Transportation and Mobility Master Plan were translated into Spanish and Amharic as requested by community members.



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- d. **Small Group Meetings (one-on-one)**
DEN and the Consultant will meet with property and business owners or others directly affected by the project work to identify likely impacts and discuss possible mitigation or resolutions.
- e. **General Public Meetings (information and workshops)**
DEN and the Consultant are responsible for general public meetings. The format of these meetings will be dictated by the project and goals for the meetings. These meetings may be used to establish communications with the public, add to the “contact list”, and gather information regarding local concerns. The meetings may also take the form of a work session or workshop with the affected parties.
- f. **Public Review Meetings**
DEN and the Consultant are responsible for public review meetings. These meetings are intended to disseminate project progress information to the public and representatives of local entities. Notices will be mailed at least 14 days in advance of these meetings to those on the “contact list”.

4. Meeting Minutes

Project meeting minutes shall be completed by the Consultant and provided to the DEN/PM within one week of the actual meeting. When a definable task is discussed during a meeting, the minutes will identify the “Action Item”, the party responsible for accomplishing it, and the proposed completion date.

5. Contact List

The Consultant is responsible for the contact list. Establish and maintain a computerized list of all appropriate interested parties for the communication process.

- a. The information on the list shall include as a minimum:
 - i. Name
 - ii. Firm (if any)
 - iii. Mailing/Email address
 - iv. Phone
- b. The contacts will be compiled from the list below, as supplemented by the Project Team and the attendees at public meetings:
 - i. Public Agencies
 - ii. Elected/Appointed Officials
 - iii. Neighborhood Groups
 - iv. Property Owners/Tenants
 - v. Business Interests
 - vi. Special Interests
 - vii. Railroads
 - viii. Media Contacts
 - ix. Attendees from public meetings

6. Public Notices/Advertisements

DEN and the Consultant will publicize the proposed project in accordance with the DEN policies and procedures. Copies of the publication shall also be mailed to the individuals on the “contact list”.



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7. Communication Aids

DEN and the Consultant will produce communication aids in accordance with DEN standards and procedures. Effective July 1, 2024, all digital communication and content must meet digital accessibility requirements.

a. Graphics Support

The Consultant will provide graphics for presentations and project documents. This may include slides, overhead projector slides, maps and plan views of conceptual design, computerized presentations and other displays for visual presentations at meetings.

b. Newsletter

DEN and the Consultant will produce a newsletter which will contain project progress information and announcements will be published at the specified interval and will be distributed to those on the “contact list” specified by the DEN/PM.

c. Internet web pages

DEN and the Consultant will produce internet web pages. All external DEN-related Web sites shall be hosted on DEN’s server and developed in-house with assistance from the DEN Global Communications. The use of all Web and similar social marketing applications on behalf of DEN is strictly prohibited unless authorized by the Global Communications Director. No DEN employee, contractor or consultant working for DEN will post material on behalf of the agency on such applications without expressed written consent of the Global Communications Director.

B. PROJECT MANAGEMENT

At the kick-off meeting, or shortly thereafter, the Consultant shall create and provide an approach for managing the project (i.e., involved staff, key team positions), including task orders, a schedule, document and agency reviews and other project needs. The Consultant shall coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule.

C. DEVELOP A PROJECT SCHEDULE AND ASSIGN TASKS

The Consultant is responsible for coordinating the required work schedule for tasks accomplished by DEN and other agencies. Prepare the initial project schedule for review by the DEN/PM and consultant team and refine to provide detail as requested. Modifications will be made as necessary in collaboration with DEN and appropriate justification. The tasks covered by this Scope of Work are expected to take approximately **[24 months]** to complete.

D. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Consultant is responsible to prepare and submit a QA/QC plan as part of the planning documents noted above and commit to adhering to the QA/QC process throughout the project.

E. VALUE ENGINEERING (VE) STUDY

DEN and the Consultant shall select a team of transportation design and construction experts that will perform a Value Engineering (VE) study. The VE study will be conducted early enough in the project development process to allow evaluation and incorporation of VE recommendations in the NEPA document or design process, as appropriate. The VE study shall be performed in accordance with Federal Highway Administration’s (FHWA) current guidelines and recognized techniques and will identify possible alternatives that may save the project cost, time, or other resources. An individual with prior experience and certification in facilitating VE



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studies (the VE facilitator) shall conduct each VE session. VE facilitators shall be qualified VE practitioners, experienced in performing and leading VE studies (have participated in several VE studies as a team member and several as a team leader), and have sufficient VE training, education, and experience to be recognized by the Society of American Value Engineers (SAVE) International as meeting the requirements for certification.

The VE team will consist of individuals with no prior exposure to the project. Individuals that have some familiarity and history with the project shall provide briefings to the team. Consultants or firms shall not conduct studies of their own designs unless they maintain distinct organizational separation of their VE and design sections. The VE team will be assembled to review the Conceptual Background information and plans shall be provided to the team at least three weeks in advance of VE sessions. The VE facilitator will coordinate the study with DEN, appropriate entities, and FHWA.

The VE review team will formally evaluate each VE recommendation, and sufficient justification will be made for the acceptance or rejection of each. The VE facilitator will produce a document that summarizes the results, as well as the project elements investigated.

The C/PM shall prepare a written response detailing which recommendations were not included, the reasons for exclusion, and how all approved VE results will be incorporated into subsequent engineering efforts. These responses shall be forwarded to the DEN/PM for distribution to the DEN stakeholders, FHWA, and other appropriate entities. All approved VE proposals shall be incorporated into the final design plans.

F. OBTAIN NECESSARY RIGHT-OF-ENTRY AND PERMITS

Some activities may require work on land not controlled by DEN (i.e. CDOT, DOTI, E470, etc.). In such cases the Consultant shall obtain the necessary written permission or permits to enter the premises. Written permission shall be coordinated with other DEN staff and consultants that may need right-of-entry such as surveying, geotechnical and environmental personnel. Included in this written permission will be the names and telephone numbers of persons to contact should notification prior to entry be necessary.

1. Signature Copies

Permissions apply to DEN personnel as well as Consultant personnel. CDOT Form 730 or other standard forms may be used for this purpose. Signed copies of written permission will be submitted to the DEN/PM prior to entering private property for survey work.

2. Permits

Some activities such as materials testing on existing pavement and structures may require a permit. Permits will be obtained and copies submitted to the DEN/PM.

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SECTION 4 ENVIRONMENTAL WORK TASK DESCRIPTIONS

Note: Nothing in this Section precludes federal, state or local agencies or officials from fulfilling their responsibilities under federal, state, or local laws and regulations, NEPA as codified in 42 United States Code (USC), section 4321, et. Seq., or any of NEPA's implementing regulations.

A. CONSULTANT DISCLOSURE STATEMENT

40 Code of Federal Regulations (CFR) Section 1506 .5(c) specifies that a disclosure statement to avoid conflict of interest must be prepared. If an environmental document is prepared with the assistance of a consulting firm, the firm must execute a disclosure statement. Consultant shall be required to coordinate all work efforts with DEN prior performing any work or engaging with external agency coordination. DEN and CDOT shall approve release of any documents to external agencies.

B. PROJECT INITIATION

1. Environmental Scoping Task

An early environmental coordination/scoping task will occur as directed by the DEN/PM with support of the Consultant. An environmental scoping meeting should be held with the DEN Environmental Project Manager, resources specialists such as the DEN Regional Water Quality Specialist/Water Pollution Control Manager, or appropriate members of the CDOT Environmental Programs Branch (EPB), CDOT Region 1 Environmental Resources Specialists and Environmental Project Manager, C/PM, and staff from DEN Maintenance, DEN Hydraulics, FHWA, FAA and Utilities, as appropriate. This task will include a meeting with DEN and the CDOT local agency representatives to discuss the initial work efforts of the project. Traffic modeling usually dictates the alternative evaluation process. Determine if macroscale, mesoscale, and/or microscale modeling is required for the project.

2. Review Applicable Existing Documents

DEN and the consultant are responsible to review project-specific documents or data related to the assessment of environmental, social, and economic resources and impacts in the project area that are determined relevant. Examples of relevant documents are previous studies, planning efforts, safety assessments, DEN Environmental Management System documented information, and other traffic studies. These resources may be DEN, DOTI, CDOT, or may have been created by local planning agencies or municipalities. Consider engineering and planning elements completed in earlier Life Cycle Phases (i.e. Transportation and Mobility Master Plan Study).

C. EXTENT OF NARRATIVE REQUIRED FOR RESOURCES

DEN, CDOT and the Consultant will determine the extent of study required for each resource area. This will be determined using information available from the scoping phase. The level of documentation can be defined in several ways: 1) complete analysis/documentation required; 2) summary analysis to define resources/impacts; 3) statement that no impacts are expected; 4) analysis already completed (for example, by a previous study); or 5) inclusion of information and coordination/documentation, such as technical memoranda, reference/ annotated bibliography, in an appendix of the document, referencing the appendix in the body of the text.



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1. Project Study Area Limits/Logical Termini

Preliminary project study area limits are Peña Boulevard from I-70 to E-470. DEN and the Consultant will perform necessary research and data collection to propose a study area boundary for environmental resources and logical termini for use in scoping. DEN is preparing Peña Boulevard Phase 3 (E-470 to Jackson Gap) as a separate independent project. In coordination with the DEN/PM, prepare a recommendation to the FHWA for approval of the logical termini and independent utility. Prepare a memorandum with analysis to support the logical termini and independent utility.

It is the policy of the CDOT Transportation Commission that all requests for new interchanges and major improvements to existing interchanges on the state highway system be reviewed and evaluated in a fair and consistent manner, that sufficient information be available to make an informed decision, and that duplicative analytical, regulatory, and procedural requirements be minimized. Proposals for new interchanges on the state highway system with a functional classification of Interstate or Freeway (Type 1) are submitted to the Transportation Commission for action. The process is outlined in CDOT Policy Directive 1601.

2. Project File

DEN and the Consultant will maintain a Project File, set up similarly to the established process for a NEPA Administrative Record. Make available all parts of this project file to the DEN/PM (or his or her designee) at any time during the project's duration. All materials associated with the project file shall be delivered in the format specified by the DEN/PM when closing the project. Final project invoice payments to the Consultant are conditional upon the professional and complete delivery of these materials to DEN's office. Given the extent of documentation collected for the NEPA process, the consultant shall update the record regularly and provide information to DEN electronically. See CDOT NEPA Manual for additional guidance.

D. ENVIRONMENTAL ANALYSIS AND DOCUMENTATION

1. Purpose and Need

The Consultant will develop a solid Purpose and Need statement, reviewed, and approved by appropriate parties. The objectives of the project should be clearly identified and agreed upon early in the project process to prevent backtracking and limit schedule changes. Develop and refine, as necessary, to address information collected on the project during data collection, transportation analysis, and public and agency scoping and involvement. Review previously prepared studies to help direct Purpose and Need information as appropriate (e.g., local planning studies, engineering feasibility studies, etc.). Submit the Purpose and Need for review and approval by DEN and FHWA.

2. Alternatives Development and Evaluation

DEN and the Consultant will develop a range of reasonable alternatives that will satisfy the Purpose and Need requirements of the project, including, but not limited to, those identified in earlier and ongoing studies of the area. The Consultant team, in coordination with DEN and FHWA, will determine the design year to use for the project. The previously completed Transportation and Mobility Master Plan Study shall be utilized as a starting point for the alternatives development.

3. Alternatives Screening Process

The Consultant in cooperation with DEN, will apply an alternatives screening process to identify the



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reasonable alternatives (practical or feasible from a technical and economic standpoint), which will be subject to a more detailed evaluation. Develop NEPA-appropriate evaluation criteria, and measures of effectiveness, and submit them for review and approval by DEN and FHWA before beginning the screening process. The rationale for eliminating alternatives will be thoroughly discussed within the documentation.

4. Preliminary Design of Alternatives

For each alternative that passes the screening process, the Consultant will incorporate preliminary design to a level that clearly allows the identification of impacts within each environmental resource area. These alternatives may be carried through the entire analysis process until a decision document is written. If DEN or another agency or Consultants performs selected alternative studies, the Consultant shall incorporate the results of these studies into the appropriate document.

5. Evaluate Alternatives Impacts

Apply projected design-year traffic volumes and projected opening day traffic volumes for new facilities as developed for this Scope of Work, or as modified through later studies and calculations by DEN. Evaluate the impacts of these alternatives according to established guidelines and examine the degree to which these alternatives satisfy the Purpose and Need requirements of the project. Set out these evaluations both schematically and in narrative form for review within a reasonable time after the Notice to Proceed.

E. COST ESTIMATES AND FINANCIAL ANALYSIS

1. Preliminary Construction Cost Estimates

The Consultant will prepare preliminary construction cost estimates based on designs of alternatives identified during the NEPA process. Project environmental mitigation costs shall be included within the cost estimate. Include enough detail to ensure a reasonable degree of accuracy for the level of design performed. Submit the format of estimates, including the year from which the unit costs were assumed, to DEN/PM for review and approval. Incorporate the analysis into the NEPA document.

2. Develop Cost Estimates and Financial Analyses

As part of evaluating reasonable alternatives in the NEPA document, including the No-Action Alternative, the Consultant will develop cost estimates and financial analyses at varying levels of detail throughout the process in coordination with FHWA. Basic engineering, preliminary engineering, construction engineering, construction, and operating/maintenance for the design life shall also be analyzed. A funding package identifying the funding sources necessary to construct and maintain the projects will be developed. Review the cost estimates and financial analysis, provide supplemental analysis as needed to support the Preferred Alternative, and incorporate findings into the draft NEPA document.

F. DATA COLLECTION, FIELD INVESTIGATION, MITIGATION MEASURES, AND DELIVERABLES

The Consultant is responsible for the following analyses required for each of the alternatives that pass the screening process. Each resource will be summarized, focusing on the project issues of concern. The scope shall define the level of documentation, project tasks, and project deliverables for each of the resource areas. Identify the required area and resources to evaluate and determine the early coordination/scoping process as discussed above. This may evolve over the life of the project as new information is discovered through analysis. The level of detail and analysis will be determined based on study and its appropriate level of environmental documentation (e.g., Feasibility Study, CatEx, EA, or EIS). Deliverables can be static reports,



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digital reports, and/or GIS data layers. The scope should be specific as to what type of deliverable is expected. Follow CDOT NEPA Manual for guidance on methodology and level of detail.

Use of Geographic Information System (GIS) for environmental data is required to be in compliance with DEN GIS Standards. All GIS data shall be provided to DEN in electronic format with annual updates for administrative record.

Relevant information will be incorporated in the NEPA document sections such as: Affected Environment, Environmental Consequences, and Mitigation Measures. In addition, technical reports may be prepared in support of the project and shall be reviewed and referenced as appropriate in the NEPA document. If new or unique resources are identified during scoping, this scope of work will be modified to include these, as appropriate.

1. Air Quality

The Consultant will determine whether the Project is a Regionally Significant Transportation Project and document in project file. If this is a positive of yes, the consultant shall follow requirements of SB-260 (signed into law in 2021) during the air quality analysis.

Use the new CEQ Guidance from Jan. 9, 2023 (FR Vol. 88, No. 5) “NEPA Guidance on Consideration of Greenhouse Gas Emissions and Climate Change,” Colorado Revised Statute (CRS) § 43-1-128 (also referred to as Senate Bill [SB]-260), and the “CDOT SB 21-260 Interim Guidance” to evaluate the reasonable alternatives and No Action alternative contributions to greenhouse gas emissions.

Perform the necessary air quality assessment and MOVES emissions inventory as required under state and federal statutes and regulations; and provide the results for integration into the NEPA document and Air Quality Technical Report (with modeling data assumptions), in conformance with the requirements of the CDOT Air Quality Project Level Analysis Guidance (AQ-PLAG). These will include, but are not limited to, analysis or discussion of the NAAQS (criteria pollutant), regional emissions analysis, greenhouse gasses (GHG), climate change, construction issues such as fugitive dust emissions, and mitigation measures.

DEN staff with Consultant support will lead coordination with the Colorado Department of Public Health and Environment Air Pollution Control Division (CDPHE-APCD), FHWA and U.S. Environmental Protection Agency (EPA) (as necessary). The analytical methodologies (including number of intersections to be modeled) will be determined through the coordination. Each Build Alternative and the No-Action Alternative will be analyzed for impacts through the appropriate design year. Mitigation commitments will be developed, as necessary. The Consultant must get approval from DEN and/or CDOT Environmental Programs Branch (EPB) air quality specialist for any methodologies to evaluate hazardous air pollutants. Utilize the most current standard, accepted FHWA language for MSATs.

2. Water Quality

- a. Affected Environment: The Consultant will investigate and document the status of the water resources (quality, etc.) for the purposes of describing the existing condition or “affected environment” before construction: groundwater, aquifers, lakes, rivers, streams, and springs, locations of drinking water treatment plants, Permanent Water Quality Control Measures and locations of sewage treatment facilities.



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- b. Environmental Consequences: The Consultant will investigate and document the impacts of the project, to Water resources (quality, etc) and quality impacts of the project during and following construction. Water Quality Modeling WILL be used for this task, determined by considering the project location and design concepts in relation to existing water resources including groundwater or alluvial waters or aquifers (particularly sole source), drainage ditches and other State Waters as defined by CDPHE Water Quality Control Division, aquatic as well as riparian habitat, and Sensitive Waters (Class 1 Aquatic Life, Recreation 1, and Water Supply, 303[d] listed, etc).
- c. City of Denver MS4 Permit requirements WILL apply to this project. The Consultant will determine the requirements of the Municipal Separate Storm Sewer System (MS4), Colorado Discharge Permit System (CDPS), and design and permitting issues per the DEN PWQ Master Plan.
- d. The Consultant will recommend appropriate Water Quality mitigation measures as necessary. A mitigation plan that includes conclusions of effects, permanent best management practices (BMPs), temporary/construction BMPs, erosion control measures, and definition of maintenance responsibilities.
- e. Deliverable: The Consultant will prepare Water Quality Technical Report

3. Floodplains Assessment

- a. Comply with the latest FEMA Federal Flood Risk Management Standard or equivalent.
- b. Identify locations of floodplains and any planned changes to the floodplains from adjacent development.
- c. Add information to environmental resource mapping of existing conditions.
- d. Determine the probable impacts of each alternative with respect to floodplains and drainage.
- e. Identify the adverse impacts of each alternative with respect to floodplains and local drainage. This must include the impacts of construction and other “temporary” activities.
- f. Analyze impacts and develop possible actions to mitigate for the adverse impacts, then coordinate with roadway and structural designers.
- g. Analyze the impacts and mitigation. Included in the analysis will be a determination of significant impacts due to:
 - i. Single community access routes.
 - ii. Risk for social or economic losses due to flooding
 - iii. Alteration of beneficial floodplain values.
 - iv. Recommend preparation of a local floodplain development permit for all work in floodplains and floodways, as required by state and federal law.
 - v. Prepare a Preliminary Floodplain Report or Memo as outlined in the CDOT Drainage Design Manual (DDM) or as directed by DEN.

4. Wetlands and Waters of the U.S. (WUS)

- a. Wetlands and Determination/Delineation
 - i. Upon DEN approval, Conduct a field evaluation for the presence of wetlands within the project study area.
 - ii. Global Positioning System (GPS) or survey equipment should be used for this activity.
 - iii. Delineate the boundaries of all anticipated jurisdictional and non-jurisdictional wetlands and potential waters of the US within the project area using United States Army Corps of Engineers (USACE) guidance. Data to be provided to DEN in the correct format – i.e. shapefiles with information separated in a report or memo.



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- iv. Prepare maps that delineate the wetland boundaries and the ordinary high water mark within the corridor. GPS, with submeter accuracy, will be used for this mapping.
- v. Coordinate the findings with DEN and the USACE. Upon DEN approval, obtain jurisdictional determination of the wetlands from the USACE. If there is any potential for stream bed impacts greater than 3/100 of an acre, then the USACE may require the use of the Colorado Stream Quantification Tool (CSQT) or similar functional assessment to determine mitigation requirements.
- b. **Wetland Finding Report (Assessment and Impact Analysis)**
Prepare a Wetland Finding Report according to CDOT's most recent guidance/checklist. If NEPA class of action is determined to be higher than a CatEx., the wetland finding will need to be a formal finding as opposed to a programmatic. If appropriate, the Functional Assessment of Colorado Wetlands (FACWet) should be used as approved by the DEN Environmental Manager and in coordination with the CDOT Region 1 and EPB biologists. Conduct a wetland assessment and impact analysis based on the NEPA document addressing the amount of permanent and temporary wetlands impacts and mitigation. Wetland mitigation should be identified as early as possible in the NEPA process. DEN will determine the type of mitigation in coordination with CDOT – i.e. bank or onsite. Mitigation sites must be evaluated for availability and suitability for wetland habitat.

5. Vegetation and Noxious Weeds

- a. **Affected Environment:** Investigate (GIS and field) and document the status of vegetation habitat and noxious weeds for the purposes of describing the existing condition or "affected environment" before construction. A landscape tool to map the vegetation communities (i.e. GAP, landfire, or similar) may be used.
- b. **Environmental Consequences:** Investigate and document the impacts of the project, to vegetation habitat and noxious weeds during and following construction.
- c. Recommend appropriate vegetation habitat and noxious weed mitigation measures as necessary.
- d. Prepare an Integrated Noxious Weed Management Plan prior to construction.
- e. **Deliverable:** Prepare and provide Vegetation Habitat and Noxious Weed Technical Report, and project Noxious Weed mapping in GIS as necessary. This report shall include native revegetation in compliance with CDOT PD 503.1 which requires seeding of flowering forbs to enhance and protect pollinator habitat and use of milkweed as a proactive measure to conserve the monarch butterfly.

6. Fish and Wildlife

Conduct necessary field surveys and identify fish and wildlife and their habitat within the project area. Bridges and culverts should be reviewed for habitat suitable for migratory birds and bats. Furthermore, prairie dogs colonies should be mapped. CDOT policy requires avoidance and minimization measures for prairie dogs which may include relocation. Raptor nest surveys should also be completed within 1/2 mile of the project. As appropriate, GPS will be used to identify habitat. Additionally, if Colorado state funds are used for the project, this project may need Senate Bill 40 wildlife certification, potential areas of SB40 jurisdiction in the study should be described including a general description of the riparian habitat.

- a. Coordination with the Colorado Parks and Wildlife (CPW) and US Fish and Wildlife Service (USFWS)
- b. Perform an impact analysis including evaluating the extent of wildlife vehicle collisions.
- c. Develop appropriate mitigation measures.
- d. Prepare Wildlife Report

7. Threatened and Endangered (T&E) Species

- a. Coordination with USFWS to determine if T&E species or their habitat exists in the project area.



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- b. Conduct necessary desktop and field surveys and identify T&E species and/or Designated Critical Habitat.
- c. Review existing planning documents to determine any existing Habitat Conservation Plans (HCP) under Section 10, if necessary, for T&E species.
- d. Based on steps a. and b., determine need for a Biological Assessment/Biological Opinion under Section 7 for the USFWS if federally listed T&E species and/or Designated Critical Habitat will be impacted and there is a federal nexus.
- e. Develop a HCP under Section 10 and/or Biological Assessments/Biological Opinions under Section 7, if necessary, with the USFWS if T&E species and/or Designated Critical Habitat will be impacted and if there is a federal nexus.
- f. Evaluation of impacts to state listed species (i.e. Burrowing Owls) and possible coordination with Colorado Parks and Wildlife, in cooperation with DEN staff.
- g. Identify any impacts and develop a mitigation plan to conform to requirements of the Endangered Species Act.

8. Historic Properties

- a. Perform and provide the survey report for review by DEN, the CDOT Region Historian, and incorporate the information into the NEPA document. The following lists are not meant to be exhaustive.
- b. Collection and Evaluation of Baseline Information as defined by Section 106 of the National Historic Preservation Act of 1966, as amended. The scope of work for historic properties compliance varies depending on the project. The list below represents a typical scope of work, but consultants should coordinate with DEN staff and CDOT Region Historian to determine the level of effort for each project. Consultants should never contact State Historic Preservation Officer (SHPO) staff or submit any material directly to SHPO. As the representative of FHWA for Section 106, the CDOT Region Historian will be the only entity to coordinate directly with SHPO staff.
- c. Historic Clearance
 - i. Before beginning the following work, hold a Historic Properties Scoping Meeting with DEN staff and CDOT Region Historian.
 - ii. Identify the area of potential effect (APE), in coordination with DEN CDOT Region Historian. CDOT Region Historian will coordinate the APE directly with SHPO.
 - iii. Conduct literature and records search for previously recorded historic resources in the APE at the Office of Archaeology & Historic Preservation (OAHP) Compass database.
 - iv. Conduct an architectural field survey of the APE and determine National Register of Historic Places (NRHP) eligibility for resources at least 50 years old. Age of resources evaluated may vary depending on when the project will be constructed. Potential resources include man-made structures, ditches, railroads, etc. Level of effort (e.g., reconnaissance, intensive) for the survey may vary depending on the project scope and schedule and should be coordinated with DEN staff and CDOT Region Historian.
 - v. In coordination with DEN staff and CDOT Region Historian, identify and coordinate with consulting parties (e.g., public, historic preservation groups, local historical societies, museums) regarding historic properties in the project area and meetings to discuss project updates and Section 106 findings.
 - vi. Prepare a comprehensive Survey Report according to guidelines established by the OAHP to submit for review by the DEN and/or CDOT Region Historian. The report will include historical



context information, survey forms, and other data to support eligibility determinations. Make revisions as requested by DEN and CDOT Region Historian.

- vii. Determine potential effects, both direct and indirect, to historic resources and recommend strategies to avoid, minimize, or mitigate impacts. Depending on project scope, consultants may prepare a separate effects report for review by DEN and CDOT Region Historian.
- viii. Prepare draft correspondence as necessary for DEN and CDOT Region Historian. CDOT Region Historian will submit to the SHPO.
- ix. If the Project results in adverse effects, collaborate with DEN and CDOT Region Historian to identify possible mitigation and assist in development of a Memorandum of Agreement, for agency review and execution.
- x. Prepare draft Section 4(f) documents as required. In most cases, CDOT Region Historian will prepare documentation of Section 4(f) exceptions and de minimis findings. Consultant assistance may be needed for programmatic and full evaluations.

9. Archaeology

- a. A review of historic Sanborn Fire Insurance maps and other appropriate archival sources will be completed to determine if the area may contain significant archaeological sites or features.
- b. Conduct an intensive field survey of the project corridor(s) and undertake site-specific test excavations, as necessary and appropriate, to determine NRHP eligibility. The Consultant shall not undertake test excavations before consulting with DEN.
- c. Complete laboratory analyses of all collected artifacts and ancillary specimens.
- d. Write a comprehensive survey report according to guidelines established by the OAHF.
- e. Develop a data recovery plan to mitigate potential adverse effects to significant archaeological localities, as appropriate and necessary.
- f. Coordinate the mitigation plan with the EPB Senior Staff Archaeologist, appropriate Region staff, SHPO, and other required agencies.
- g. Conduct data recovery excavations at any significant archaeological site that cannot be avoided during construction.
- h. Analyze artifacts.
- i. Prepare and submit a data recovery excavation report which describes, in a thorough and comprehensive fashion, the project results and the nature of the site in the context of the regional archaeological database. The report must also include site management recommendations in the context of the NRHP.
- j. Coordinate Tribal consultation and support EPB Senior Staff Archaeologist as needed.
- k. Prepare Section 4(f) documents as required.

10. Paleontological Resources

- a. Perform a literature and museum fossil database search and field assessment.
- b. Determine the presence or absence of paleontological resources.
- c. Conduct analysis to determine the scientific significance (research and/or educational value) of the resource.
- d. Write the paleontological technical report, including mitigation proposals, if necessary. The assessment report will be reviewed by the EPB Staff Paleontologist for adequacy.
- e. Coordinate the mitigation plan with the EPB Staff Paleontologist, and appropriate CDOT Region staff.



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11. Section 6(f) Evaluation

- a. Inventory and map project area for Section 6(f) resources using CDOT's Online Transportation Information System (OTIS).
- b. Determine if any potential impacts include Section 6(f) resources.
- c. Evaluate project impacts on Section 6(f) properties using preliminary design information, and the necessary commitments for mitigation measures. Determine whether impacts qualify as a temporary non-conforming use or a park improvement. Document the level of impact, all practical alternatives to the conversion, and avoidance and minimization measures taken. Prepare the appropriate documentation in consultation with DEN Staff.
- d. If a full conversion is required, coordinate with Colorado Parks and Wildlife (CPW) to find a replacement property that is of equal fair market value and equivalent use of the property being converted. Purchase and document conversion of the property using National Park Service guidance.

12. Section 4(f) Evaluation: Please note that there are separate requirements for historic and non-historic Section 4(f) evaluation

- a. Inventory and map project area for possible Section 4(f) resources.
- b. Determine if any potential impacts or ROW acquisitions include Section 4(f) resources (e.g., publicly owned parks, recreational facilities, nationally significant historic sites, wildlife refuges) .
- c. Determine and evaluate project impacts on Section 4(f) resources using preliminary design information, and the necessary commitments for mitigation measures. Determine whether impacts require an exception, de minimis, programmatic, or individual 4(f) evaluation. Prepare an analysis that includes avoidance alternatives, discussion of prudent and feasible, least harm (if necessary), minimization, and mitigation related to Section 4(f) resources. This may include the development of a new alternative(s) as an avoidance alternative(s). Prepare the appropriate documentation in consultation with DEN Staff.
- d. Develop Official with Jurisdiction (OWJ) concurrence request letters (if necessary. For non-historic resources, OWJ will vary. For historic properties, the SHPO is the OWJ and the Section 106 consultation correspondence helps to inform the Section 4(f) process.

13. Noise

The consultant will prepare a technical noise assessment in accordance with the most recent CDOT Noise Analysis and Abatement Guidelines and submit a comprehensive noise assessment document to DEN for review and acceptance. The analysis will consist of the following, each of which must be covered in the noise assessment document:

- a. Definition of relevant noise abatement criteria and identification of noise-sensitive land uses
- b. Determination of existing noise levels (by measurement and/or modeling).
- c. Prediction of future traffic noise levels for all alternatives, including the No-Action Alternative, using FHWA's current Traffic Noise Model.
- d. Determination of traffic noise impacts
- e. Identify and evaluate feasibility and reasonableness of noise abatement measures. Coordinate with Project Engineer with regards to locations and heights of proposed abatement measures.
- f. Development of recommendations regarding noise abatement measures.
- g. Assessment of construction related noise issues.
- h. The above items will be addressed and documented in a Noise Technical Report, which will be prepared and submitted to DEN for review and acceptance. Prior to beginning this work, the Consultant shall meet with DEN to review the appropriate noise methodology. Noise modeling should



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be completed for the model year [2050]. The draft and final technical report will be completed and made available to the DEN Noise Specialist and appropriate staff for review; the findings will be incorporated into the NEPA document.

14. Hazardous Materials

Perform and document the following Initial Site Assessment (ISA) and/or Modified Environmental Site Assessment (MESA) activities:

- a. In accordance with CDOT Hazardous Materials Guidance, conduct regulatory research that includes the collection, mapping and evaluation of data.
- b. Analyze results of regulatory research and records review and identify potential impacts construction activities may have on existing hazardous waste sites. Assess potential liability issues and hazards to the public, construction workers, and the environment then develop potential mitigation options. Prepare the ISA/MESA Document to include the following:
 - i. Prepare the draft and subsequent final ISAs to address comments provided by DEN.
 - ii. ISAs will emulate industry standards for Phase I reports (with limitations), and make a determination of the necessity of a Phase II report.
 - iii. Identify how the presence of hazardous waste locations may impact each alternative, including the no-action alternative. GIS mapping will be desired.
- c. Conduct In-Situ Tests such as lead-based paint and asbestos testing as necessary, and provide a survey report, as determined on a project-specific basis.
- d. Phase II site assessment if necessary for the alternatives screening process.

15. Land Use

Collect, map and evaluate baseline information. Prepare information on land use and zoning, including maps of existing, planned and future uses. Prepare land use mapping. Mapping may include parcel use categories such as land in public ownership, commercial, retail, wholesale, industrial, residential, vacant, mixed etc. identifying jurisdictional boundaries and land usage along each alternative. (Information may be obtained from the State Department of Local Affairs, Sanborn maps, archival aerial photos, the local city, town or county, and/or from field verification.)

16. Social and Economic Resources

Collect the necessary data on number of households, median household income, employment data, and commuting trends. Collect, map, and evaluate baseline information to investigate and document the effects of the project alternatives on community cohesion, safety and security, neighborhoods, and accessibility of facilities and services. Investigate the effects of the project alternatives on commercial and industrial enterprises, employment, local tax base, regional earnings, etc. When relevant, recent Census data shall be utilized. This will be done at the regional and corridor level, as well as part of a cumulative effects analysis, as appropriate.

17. Environmental Justice

Collect the necessary U.S. Census and other applicable data to identify existing low-income, Limited English Proficient (LEP), and racial and ethnic populations, as well as adverse effects and mitigation measures or alternatives that would avoid or reduce the impacts according to environmental justice guidelines. Impacts to these communities will be evaluated in accordance with the CDOT NEPA Manual and Executive Orders 12898, 14096, and 13985 and USDOT Order 5610.2(a). Beneficial effects of the project on these



populations will also be identified. The analysis will cross-reference other resources as appropriate (e.g., noise, air and water pollution, aesthetics, community cohesion, relocation impacts).

As part of the project's public participation or public involvement program, ensure that meaningful opportunities for all members of the community to provide input to the project exist. Document the degree to which affected low-income, LEP, racial and ethnic communities have been afforded the opportunity to provide input in the NEPA process. As dictated by the class of action, meaningful opportunity to comment on or related to the development of purpose and need, alternatives analysis and screening, impact analysis, preferred alternative identification, and mitigation measures development. Collaborate with CDOT's Region 1 Environmental Justice specialist and DEN's Employee Engagement and Diversity office to determine the level of Environmental Justice and Title VI outreach activities necessary to obtain sufficient input from low-income, LEP, racial and ethnic populations. Document all outreach efforts and input (or feedback) for low-income, LEP, racial and ethnic communities within an Environmental Justice Technical Report in accordance with Chapter 7 of the CDOT NEPA Manual.

Complete a Title VI Equity Analysis as directed by DEN. Environmental Justice Technical Report shall include, but is not limited to:

- a. Project Summary: include graphics and maps of the project area
- b. Regulatory Guidance and Applicability
- c. Methodology: include a description of the Community Study Area (CSA) (study area used for the EJ analysis) with justification for the selection of this area. Also detail how review of EJ demographics will be collected and assessed, and why that approach is used/required for this project. Include a description of any tools used in this analysis (such as EJScreen, CDPHE EnviroScreen, etc.).
- d. Affected Environment (Analysis/Results): include map of CSA block groups, a written description of the population tables of minority populations by block group, table of low-income populations by block group, discuss known commuting trends, economic and community characteristics, and, if applicable, include a table of LEP populations by block group. Also include a list of community resources and EJ-serving or owned establishments near or within the CSA.
- e. Anticipated Impacts (Benefits and Burdens): not limited to bus/bike/pedestrian impacts, landscaping removal, noise, air, detours, night work, traffic delays, easement/ROW needs, trail/sidewalk closures. Also discuss any impacts to community resources or EJ-serving establishments.
- f. Mitigation
- g. Public Outreach Strategy: how input opportunities and project plans were advertised, locations of public input events or public meetings, dates, languages used and why those languages were chosen, and include attachments or inserted images of mailers, flyers, email blast etc. used in outreach efforts.
- h. Public Engagement Summary: results of efforts and summary of public feedback collected.
- i. If the proposed project is a Regionally Significant/Transportation Capacity project, Senate Bill 260 analysis must also be completed.
- j. Evaluate SB 260 applicability.
- k. Identify Disproportionately Impacted (DI) Communities within the CSA.
- l. Coordinate with CDOT's Environmental Justice and Equity Branch and the Region and Environmental Programs Branch Specialist to evaluate and identify enhanced engagement activities.

18. Residential/Business/Right-of-Way (ROW) Relocations

No right-of-way acquisitions or relocations are anticipated for this project. DEN property/CDOT right-of-way is assumed to be large enough to accommodate the roadway design of the project unconstrained and



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right of way acquisition and relocations are not anticipated. Confirmation of this statement shall be evaluated during environmental review.

19. Utilities and Railroads

Collect utility location key maps for all existing and planned utilities in the area in coordination with the DEN. Conduct all field utility locates. The potential impacts on or from utilities in the project area will be analyzed as well as any appropriate mitigation measures. Follow CDOT NEPA Manual for guidance on evaluation and documentation.

20. Farmlands

(For unique circumstances) In coordination with the Natural Resource Conservation Service (NRCS), investigate and quantify the effect of the project alternatives on farmlands—determining whether farmlands in question are classified as “prime” or “unique,” as well as the extent to which impacts may affect local communities. The US Department of Agriculture Farmland Conversion Form (Form AD 1006) will be completed as necessary. Identify impacts and recommend appropriate mitigation measures as necessary. Follow CDOT NEPA Manual for additional guidance on evaluation and documentation.

21. Visual Resources

Identify and inventory the highway corridor landscape units/types/themes, and project view shed; indemnify key views, including to and from the highway and other likely locations of viewers; analyze existing visual resources and viewer response/exposure and any impacts expected from the project. Reference Special Attention and Aesthetic Guidelines. Recommend and develop mitigation measures for identified impacts.

When specified, the following will be investigated; natural areas (e.g. scenic landscapes such as national parks or forests), wildlife habitat, topography, major drainageways, unique land forms, soil types, plant communities. Quality (including vividness, intactness, and unity); viewer sensitivity/exposure (over space and time) and existing aesthetic liabilities.

22. Geologic Resources and Soil

(For unique circumstances) Perform and document in the NEPA Document, and a Geologic Technical Report, a thorough investigation of the project area to determine possible geologic influences on the alternative designs under consideration, or vice versa. Constraints, including but not limited to major excavations, unsatisfactory sub-grade materials, present and potential subsidence, potential for rockfall, the presence of abandoned mine sites, etc., will be evaluated. This task includes consideration and description of the corridor water table (i.e., depth/gradient).

23. Cumulative Impacts

Consistent with Council on Environmental Quality (CEQ) regulations, the cumulative effects of each proposed action on a resource, ecosystem or human community will be evaluated for each alternative. The analysis will both list and consider incremental impacts of each alternative in conjunction with all past, present, and reasonably foreseeable future actions, no matter what entity (federal, non-federal, local government, or private) is taking or has taken the action; but the analysis should only focus on meaningful effects. Develop the scope of the analysis in consultation with FHWA and DEN, and, in general, will base temporal and spatial boundaries on the natural boundaries of resources of concern and the period of time



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that the proposed action's impacts will persist. The analysis will be incorporated into the NEPA document, and mitigation measures specific to cumulative impacts, if needed, will be identified.

Standard global climate change language (to be obtained from CDOT Greenhouse Gas Program staff) is to be incorporated within every cumulative impacts section of a NEPA document.

24. Transportation Resources

- a. Develop traffic volumes using available travel demand models; determine the design year during the scoping process for the project. The model expected to be used for this project is the official DRCOG Metropolitan Planning Organization 2050 model. The method for traffic modeling will be determined at the beginning of the project upon DEN and FHWA approval. Forecasts should be based on existing roadways and roadways that are committed to be constructed (that is, "No Action"—those that will be constructed regardless of whether the project in question moves forward). Future traffic forecasts must be developed for the No-Action Alternative and any build alternatives. The results of the travel demand forecast process will be developed into a technical report.

Data should also look at average trip length, origins and destinations, and existing transit ridership, bike/ped count or volume data to evaluate potential for modal shift with various alternatives and the extent to which each alternative might suppress or improve potential for bike/ped/transit trips. Counts will also provide appropriate exposure metrics in safety analysis.

- b. Analyze existing and future traffic operations analysis will be conducted for the No-Action Alternative and build alternative(s). Analysis will be completed in accordance with the latest edition of the Highway Capacity Manual or similar methodology. In addition, the Consultant shall use a micro simulation software package (i.e., CORSIM, VISSIM, Dynasmart-P, or others as approved by DEN) to evaluate the operations of the entire roadway network and report the appropriate measures of effectiveness for the alternative(s). The selection of the software package for the required analyses will depend on the size and other characteristics of the network, the alternatives to be analyzed, and the measures of interest. At a minimum, analysis will consider existing traffic volumes, crash history (for all modes), percent of truck traffic, directional splits on all arterials, turning movements at intersections, interchange and ramp characteristics, travel/access patterns, level of service, delays, travel times and speeds, and areas of congestion. During the alternatives development and evaluation process, the appropriate level of operations analysis will also be conducted on the alternatives being considered. The results of the operations analysis are documented into a Transportation Technical Report.
- c. Conduct safety analysis and document crash rates based on data collected from local emergency services, Colorado State Patrol, and project Traffic Analysis Conduct analysis including vulnerable user groups; evaluate trends; document safety issues and how they can be addressed.

25. Multimodal Facilities

Research and identify existing and future planned bicycle and pedestrian facilities in the project area. The necessary data will be collected from project design documents, community transportation plans, local land developers, open space and park trails, or local governmental agency or community interest groups to determine if any facilities will be impacted, and as a result what mitigation is necessary. If the corridor is a heavily traveled biking facility, the scope of work shall include meetings to coordinate with bike users throughout the NEPA process. Identify impacts and recommend appropriate mitigation measures as necessary.



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Collect data on existing transit and multimodal use to ensure that impacts and potential mitigations are considered. Data collection needs and approaches shall be coordinated with DEN.

26. Energy (EIS)

(For unique circumstances) Discuss in general terms the construction and operational energy requirements and conservation potential of various alternatives under consideration. The discussion should be reasonable and supportable. A calculation of energy consumption during construction should be included. If applicable, follow CDOT NEPA Manual for guidance on evaluation and documentation.

27. Freight

According to DRCOG's regional multimodal freight plan, Tower Road, Peña Boulevard, 56th Avenue, I-70, and E-470 are all major freight corridors. Conduct an assessment of the integration of freight considerations such as intersection improvements, reconstruction of roadways, bridge replacements new roadway alignments, interchange improvements, roadway widening, access to intermodal facilities, etc. Guidance from FHWA's Integrating Freight into NEPA Analysis (September 2010) and Chapter 9 of the CDOT NEPA Manual discusses appropriate mitigation of impacts on freight facilities.

28. Envision Sustainability

DEN's goal is to achieve ISI Envision certification. To the extent practicable, the consultant will support and coordinate with DEN and any Envision consultants on the documentation requirements and meet the requirements of the various credits in the Envision framework.

G. DELIVERABLES

The following documents will be considered as official deliverables. Deliverables to DEN will occur at the dates agreed to within the project contract and related agreements.

- Logical Termini Memo
- Purpose and Need Memo
- Alternatives Development and Evaluation Memo
- Standard Operating Procedure Memo
- Cost Estimate, Financial Analysis, and Funding Options Memo
- Air Quality Technical Report with emphasis on Greenhouse Gas Emissions
- Water Quality Technical Report
- Wetland Finding Report
- Vegetation Habitat and Noxious Weed Technical Report and project
- Noxious Weed mapping
- Wildlife and T & E, and Sensitive Species Technical Report
- Cultural Resources Survey Report
- Archaeological Survey Report
- Paleontological Technical Report
- Recreational Resources including Section 4(f) and Section 6(f) Eligible Properties Technical Report
- Section 4(f) Evaluation, as required
- Section 6(f) Evaluation, as required
- Traffic Noise Technical Report
- Hazardous Materials Initial Site Assessment and/or Modified Environmental Site Assessment
- Land Use/Socio Economic Technical Report



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- Prime and Unique Farmlands Technical Memo
- Environmental Justice Technical Report
- SUE Analysis
- Utilities Mapping and Permits Requirements
- Visual Impact Assessment
- Cumulative Impacts Report
- Existing Transportation Conditions Technical Report (passenger vehicle, freight, bike, pedestrian, and transit)
- Community Survey Results and Report
- Public Engagement Coordination Plan
- Agency Coordination Plan
- Summary Report of Public Coordination and Public Involvement
- Project Administrative Record

The following documents will be considered as official deliverables. Deliverables to DEN will occur at the dates agreed to within the project contract and related agreements.

- Agency Coordination and Outreach Plan
- Purpose and Need Statement
- Environmental Assessment
- Technical Reports
- Decision Document

H. PUBLIC AND AGENCY INVOLVEMENT

This section identifies public and agency involvement tasks anticipated for the project. DEN conducted public and agency coordination during the previously completed Transportation and Mobility Master Plan Study. Agency and stakeholder working groups were identified and formed and shall be the basis for the formation of the involvement and coordination plans to be completed under this task.

1. Develop an Agency Coordination Plan

2. Stakeholder Involvement Plan

Prepare a Stakeholder Involvement Plan specific to the nature of this project. The level of effort included in the plan will be in keeping with the complexity and expected controversy of the project. Coordinate with the DEN/PM and project team to identify the level of effort to be documented in the plan. Follow CDOT NEPA Manual Chapter 7 and ISI Envision. At a minimum, the plan should:

- a. Develop a stakeholder database
- b. Identify methods for public notification and dissemination of information, such as newsletters, social media, flyers, postcards, web site, press releases, miscellaneous informational materials, etc.
- c. Identify outreach strategies that comply with Title VI and Limited English Proficiency (LEP) requirements.

I. NEPA DOCUMENTATION PROCESS

Building upon previous work, the Consultant shall assist DEN with completion of appropriate environmental evaluation. At this time, the NEPA class of action is unknown. Environmental resource evaluations for NEPA will be conducted according to methodology specified by FHWA.

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The FHWA NEPA process will utilize the work completed to date and establish the purpose and need statement/project justification, strategically engage the public, evaluate environmental resources and impacts, and determine the scope of the project in conjunction with funding options. The Consultant will assist DEN to complete the NEPA process at an appropriate level of detail to allow the FHWA to make an informed decision, including all documentation in alignment within the milestone requirements of the FHWA Project Development process.

Develop, coordinate, write, review, conduct QA/QC and finalize the appropriate NEPA document in accordance with CDOT NEPA Manual, as well as the current laws, regulations, and standards.

1. NEPA Class of Action Determination & Pathway

The Consultant will work with DEN, CDOT and its partners and the FHWA to determine the course of action for determination and approval options. The Consultant team will affirm the path forward for the NEPA process and coordinate with FHWA and CDOT as needed.

2. Draft and Final NEPA Document Preparation

Assign a team leader qualified to (1) manage the NEPA process, (2) develop a schedule for document preparation, printing, review, and comment response, (3) direct the Consultant team in the following tasks in coordination with DEN, CDOT Region 1 Environmental Project Manager, and FHWA. The CDOT NEPA Manual specifies the number of copies to be provided for document review for each phase of the NEPA process.

Use of Geographic Information Systems (GIS) for environmental data is required to be in compliance with DEN GIS standards. All GIS data shall be provided to DEN in electronic format with the annual updates for the project file.

- a. Distribute the internal draft NEPA document and relevant technical reports for review to a distribution list specified by DEN (this includes CDOT Region 1). Prepare the draft NEPA document and relevant technical reports. Provide effort for review cycles of the draft NEPA document and relevant technical reports. Coordinate and conduct no more than two comment resolution meetings for distribution list comments. Respond to comments within a reasonable number of working days after received.
- b. If FHWA determines that an EA is required, prepare a NEPA document outline for review by DEN and FHWA. Prepare versions of the outline to be submitted and reviewed, with reviews and approvals being conducted by DEN, FHWA, and other appropriate agencies.
- c. For the review cycles, prepare a comment/response matrix for each draft NEPA document and relevant technical reports that describe how each comment was addressed. This matrix will be distributed with each version of the draft document and relevant technical reports that DEN and FHWA review.
- d. If FHWA determines that an EA is required, submit the NEPA document to DEN/CDOT for signature and routing to FHWA for approval.
- e. Create draft and final text for the public Notice of Availability of the NEPA document and the date, time and location of the public hearing [if appropriate for NEPA document] for placement in all appropriate local papers.
- f. Provide an electronic version of the NEPA document and relevant technical reports on the DEN website in PDF, or other read only format.



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- g. Make revisions to the final draft NEPA document and relevant technical reports. The resulting NEPA document and relevant technical reports will be provided to DEN for distribution and final review, prior to preparing the signature copy. Provide certification that all comments have been addressed. The Consultant shall submit a signature copy of the NEPA document and relevant technical reports [to DEN] for signatures and routing to FHWA for approval, and then will provide copies of the signed final NEPA document to DEN and FHWA.

3. Public Meeting OR Hearing

Provide the following services, in coordination with the DEN and in accordance with Chapter 7 of the CDOT NEPA Manual:

- a. Identify ADA compliant facility for public meeting.
- b. Advertise the public hearing/meeting date and location. The following media will be used for advertisement: newspapers, website, mailed meeting notices, email meeting notice, radio or television Public Service Announcements, public displays, community newsletters, etc.]
- c. Hire translator and/or sign language communicator, as needed
- d. Provide audio/visual equipment and support for presentations, as needed.
- e. Prepare the graphics/display boards to include, at a minimum, the following features:
 - i. Purpose of and need for project
 - ii. Maps showing alternatives
 - iii. Description of social, environmental and economic impacts
 - iv. Design features
 - v. Consistency with federal and local plans
 - vi. Right-of-way information, acquisition, and construction
 - vii. Source and amount of funding
 - viii. Location of 4(f) properties if required
 - ix. Any other project-specific resource impacts deemed appropriate
 - x. Mitigation measures that warrant public disclosure or relevance
 - xi. Anticipated project schedule and next steps
 - xii. How and where the public can provide comments
- f. Provide a court reporter (if public hearing) and prepare a certified transcript of the public hearing after the public hearing/meeting.
- g. Ensure media, public documents, and online content follow CDOT accessibility requirements.

4. Decision Document Preparation

There is no guarantee of the outcome of the NEPA process to determine next steps of the NEPA decision document. Once FHWA has enough information to make the Class of Action (COA) Determination, then the project will go down the CE path or the EA path, if an EA is completed, then a FONSI is the decision document, or if an EIS must be prepared.

In the event that significant impacts are identified in the EA, the NEPA process would be required to continue to the preparation of an EIS rather than a FONSI. Continuing to prepare an EIS after completion of an EA is at DEN 's and FHWA's discretion and should not be considered part of the initial EA scope of work.

In the event that a decision document is deemed necessary, this scope of work would be amended with the concurrence and agreement of both DEN and FHWA (and other applicable agencies). At the conclusion of the public comment period, (if the project is determined to have no significant impact, a Finding of No



Significant Impact (FONSI)) (if determined to have a significant impact then a Record of Decision (ROD)) document may be prepared. In the event a scope of work is prepared for a NEPA decision document to be drafted, the following services would be addressed in coordination with the DEN and EPB:

- a. Prepare draft NEPA decision document and relevant supporting documentation for incorporating comments received at the public hearing/meeting or from the NEPA document public review period.
- b. Submit draft NEPA decision document, using templates when appropriate, (note how many copies: electronic vs. paper) and relevant supporting documentation to DEN, EPB, and FHWA for reviews.
- c. Coordinate and conduct a draft NEPA decision document and relevant supporting documentation review meeting and modify the draft decision document to respond to comments received. Provide certification that comments have been addressed.
- d. If necessary, re-submit the draft NEPA decision document and relevant supporting documentation for review to ensure that all comments have been made.
- e. If necessary, modify the draft NEPA decision document and relevant supporting documentation to respond to comments received.
- f. Submit final NEPA decision document and relevant supporting documentation for signature using the signature process outlined in the CDOT NEPA Manual.

5. Mitigation Plan & Next Steps

Environmental mitigation requirements and strategies will be identified in the NEPA document and reflected in preliminary design documents. It is critical to clearly understand and document mitigation strategies that address, environmental impacts to the community, traveling public, and businesses. The Consultant shall also identify mitigation items that need to be addressed in future NEPA process, design, and construction work efforts.

6. Supplemental Unidentified Work

This Scope of Work could be supplemented for additional as-yet unidentified work, if DEN determines additional work is warranted or needed. In the event that none of the alternatives is selected at the conclusion of the [EA/EIS] process, this portion of the scope and contract will be voided.

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SECTION 5 PRECONSTRUCTION WORK TASK DESCRIPTIONS

The following work activities of communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice shall be planned by the Consultant and coordinated with the DEN/PM. The time of their accomplishment will overlap and parallel paths of activity should be planned to finish the development phase in accordance with the shortest possible schedule. A project plan shall be developed by the Consultant which satisfies the requirement of the project development. This plan must be approved by the DEN/PM before starting work.

Preconstruction work tasks beyond preliminary design for completion of a NEPA decision document are supplemental work activities that may be added at the discretion of DEN.

A. PROJECT INITIATION AND CONTINUING REQUIREMENTS

1. Environmental Mitigation and Requirements

Ensure that any mitigation commitments within the NEPA documentation are incorporated into the project.

2. Independent Design Review

An independent design review shall be performed on any design accomplished by others that will be used in this project. A report identifying the results of these reviews shall be submitted to the DEN/PM within one week of the review.

3. Identify Design Criteria and Design Exception Variance Request

Submit CDOT Form #463 Design Data for Specific Design Criteria. For any agreed upon design variances, prepare and submit CDOT Form #464 Design Exception Variance Request. AASHTO and City standards shall apply.

4. Initiate Survey

Arrange Preliminary Field Survey and/or Aerial Survey. Coordinate with DEN/PM and DEN Survey for project control and survey requirements. DEN Survey Control shall be used.

5. Traffic Control – Plan and Arrange

Consultant field activities that interfere with traffic operations within existing roadways will require control of traffic. The Consultant shall plan and provide any required traffic control for the survey, testing, or the design process. Traffic control operations will be in accordance with the MUTCD. The proposed Method for Handling Traffic (MHT) and DEN Shutdown Request must be submitted to the DEN/PM. Also, certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or as a TCS (Traffic Control Supervisor) by the Colorado Contractors Association (CCA) shall be required.

Any work within CDOT's and E470's right-of-way will require a permit and traffic control plan approved in advance from these entities.



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6. Structure Review Meeting

While the major structural design work is progressing, the Consultant shall meet periodically with DEN to review the work. These meetings may be in addition to, or in conjunction with, the Project Progress Meetings. The complexity of the structures design shall be considered by DEN to determine the frequency of review meetings. Other required meetings are described in subsequent sections.

7. Initial Submittals

Submit the following samples to the DEN/PM for approval:

- a. An original plan sheet that complies with this scope of work.
- b. Photogrammetric and/or survey data and a drawing or photograph in accordance with the requirements specified in this scope of work.

Note: No original plan sheets or photogrammetric survey work will be accomplished until satisfactory samples have been received and approved by the DEN/PM and/or DEN survey.

B. PROJECT DEVELOPMENT

1. Survey

Surveys will be conducted in accordance with DEN Survey requirements and applicable state statutes. The Consultant shall attend a presurvey meeting and submit a Survey Project Management Plan to DEN for approval prior to initiating any work. Completed surveys shall be reviewed by the DEN survey unit. Two weeks should be provided in the schedule to complete the review and sufficient time should be provided to address all comments provided by this review. Design shall not proceed until all comments resulting from this review have been satisfactorily addressed.

- a. Survey Project Management Plan and Pre-survey Conference
- b. A pre-survey conference shall be held. The consultant shall submit a Survey Management Plan, attend the Presurvey conference, and receive DEN approval prior to any survey work.
- c. Survey Data Research shall be done as necessary.
- d. Project Control Survey:
 - i. Locate or Establish DEN Control
Project control shall be tied to the nearest DEN Control.
 - ii. Monumentation
Materials will be defined by DEN. Care is to be taken to install said monumentation in locations that are readily usable for the project and in a safe location so that they can be utilized throughout construction (no monumentation shall be set on or near the centerline of the proposed roadway).
 - iii. Local Project Control
Survey the required DEN project control (centerline/baselines and elevation reference) as required. Prepare a control survey diagram showing graphical representation of all monuments used for control. Tabulate coordinates and physical descriptions of all found monuments and other physical evidence.



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- e. Land Survey/Boundary Survey
Tie aliquot, property and other land monuments to the control survey. Prepare a Land Survey Control Diagram showing graphical representation of all found aliquot, property and land monuments and their relationship to the project control. Tabulate the coordinates and physical description of all found monuments and other physical evidence.
- f. Topographic Survey
Collect the data required to produce a planimetric map. Features located will include, but not be limited to signs, mailboxes, fences, driveways, curb cuts, curbs, sidewalks, and edges of pavements. Horizontal accuracy shall be as specified by DEN survey and as necessary for design efforts.
- g. Terrain (Relief or Elevation) Survey
Collect elevation data. Natural ground elevations shall be as specified.
- h. Utility Survey
Locate utility poles, manholes, valves, pedestals, guy wires, and other visible utility features. Survey underground utilities as marked by the utility companies. Determine invert elevations of manholes and vaults and survey the locations of utilities exposed by “potholing”.
- i. Hydraulic Survey
Locate existing bridge limits, bridge high chords and low girders, culvert invert elevations and locations and sizes, storm sewers, inlets, vaults, manholes, PWQ structures, and determine invert and rim elevations and sizes and materials. Accomplish existing drainage site surveys for designated culverts and bridges in accordance with the CDOT Drainage Design Manual. Prepare a topographic survey of the waterway, overbanks, and floodplain areas upstream and downstream to limits determined by the CDOT Region Hydraulic Engineer or his/her designee. Incorporate statewide LiDAR data from State of Colorado resources whenever available at www.coloradohazardmapping.com or <https://geodata.co.gov/>.
- j. Material Sources
Survey designated material sources as specified.
- k. Supplemental Surveying:
As required and as specifically requested.
- l. Survey Report:
Prepare a Survey Report as required by DEN Survey requirements.
- m. Photogrammetry
 - i. Camera Calibration Report
 - ii. Flight Plan
 - iii. Flight
 - iv. Contact Prints
 - v. Negatives
 - vi. Enlargements
 - vii. Photo Index
 - viii. Supplemental Survey (wing points)
 - ix. Data Reduction
 - a) Topographic Contours
 - b) Planimetric (Topography)
 - x. Map Compilation
 - a) Index Maps
 - b) Finished Maps



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- n. Accuracy Tests:
Tests are to be performed on a regular basis throughout the project by the consultant.
- o. Review by Professional Land Surveyor
The accuracy tests are to be reviewed by the PLS in responsible charge for the project, and submitted to the project engineer and made part of the project records. Further review of all aspects of the field and office work shall also be the responsibility of the PLS in responsible charge.

C. PRELIMINARY DESIGN

1. Traffic Engineering

- a. Review locations with “potential for accident reduction map” and or traffic operations analysis and or the safety assessment report as provided by others to determine which safety improvements will be incorporated into the project.
- b. Analyze the proposed project design with the traffic projection data.
- c. Recommend the appropriate geometry (i.e., number of lanes, auxiliary lanes, storage lengths, weaving distances, etc.) in accordance with the current version of Highway Capacity Manual.
- d. The proposed design shall be reviewed to ensure compatibility with existing signing procedures throughout the preliminary roadway design process.
- e. Use traffic data appropriate to the anticipated construction timing in developing detour alternatives.
- f. Develop the total ESAL for the design life and submit to the DEN/PM for the pavement design.
- g. Submit the traffic data and recommendations to the DEN/PM for review.
- h. Analyze and design ITS needs including proposed Ramp Meters, Variable Message Signs, CCTV’s, fiber optic lines and associated equipment for a fully functional managed lane as determined as the preferred alternative.
- i. If determined as the preferred alternative, design tolling infrastructure and equipment as necessary.
- j. Coordinate with CDOT for consideration of future I70 Direct Connect Ramps to Pena Boulevard.

2. Materials Engineering

A preliminary soil investigation should be conducted.

- a. Determine test hole locations (horizontal and vertical) and coordinate with the DEN/PM.
- b. Collect soil samples and test for:
 - i. Classification
 - ii. Moisture – Density Relationship
 - iii. Resistance Value
 - iv. Corrosiveness – Note locations of high corrosiveness with recommendations; see CDOT pipe material selection policy.
 - v. Bearing Capacity
- c. Prepare and submit a soils investigation report.

3. Pavement

- a. New Pavement Structure
The feasible alternatives of new pavement structure shall be designed utilizing procedures accepted by the DEN/PM. New pavement designs for widening shall be compatible with adjacent pavements.
- b. Pavement Justification
 - i. Basic factors:
 - a) Desired life expectancy (obtain design life from DEN).



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- b) Required maintenance activities intervals.
 - c) Basis for performance life.
 - ii. Analyze life cycle cost of the selected alternatives:
 - a) Perform analysis with unit and maintenance costs from DEN. Determine present worth and annual costs in accordance with the procedures in the CDOT Pavement Design Guide.
 - b) Compare alternatives over the same life span.
 - c) Recommend the pavement structure and provide the basis for the recommendations.
- c. Pavement Design Report

Include all the above tests, investigations, analyses, and calculations performed. Submit to the DEN/PM for acceptance.

4. Structures and Foundation

- a. Existing bridge condition investigation

Determine condition of existing bridge deck, superstructure and substructure material as required.
- b. Foundation Investigation Report
 - i. Prepare a Foundation Investigation Request showing requested test hole locations.
 - ii. Formulate drilling pattern, perform the necessary subsurface investigation and collect samples as required.
 - iii. Perform the appropriate laboratory tests and analyze the data. Determine strength, allowable bearing capacity and corrosiveness of foundation material.
 - iv. Perform lateral analyses (deformation, moment, and shear) for the caissons and/or piles which are subjected to lateral loadings. This may be a computer analysis which will consider the group effect and selection of the soil parameters.
 - v. If appropriate, a pile driving analysis using a wave equation will be accomplished.
 - vi. Submit the Foundation Investigation Report to the DEN/PM for approval.
 - vii. Prepare engineering geology plan sheet and copies of the Foundation Investigation Report foundation report with recommendations for type, size, and tip (bottom) elevation of the required foundation. Specify if pre-drilling, pile tip, casing, dewatering, etc., are needed for foundation construction.
 - viii. If requested, perform a gradation analysis of the streambed/waterway native material using a sieve analysis, Wolman Count, or other acceptable method as directed by the DEN Hydraulic Engineer or his/her designee.

5. Hydrology/Hydraulic Engineering

- a. Data Collection and Hydrology
 - i. Establish drainage basin data: delineate and determine size, waterway geometrics, vegetation cover, and land use.
 - ii. Collect historical data: research flood history and previous designs in the project proximity; obtain data from other sources (e.g., MHFD, CWCB, DEN Maintenance, and local residents).
 - iii. Complete a project site visit to evaluate channel/overbank roughness coefficients, channel stability, vegetation, condition/adequacy of existing structures, Ordinary High Water, allowable high water, etc. Document the site visit with photos.
 - iv. Select a design storm frequency based on the established criteria.
 - v. Complete a hydrological analysis using existing studies or approved methods.
 - vi. Perform a risk analysis.
- b. Hydraulics



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- i. Complete preliminary design of minor drainage structures:
 - a) Determine locations, sizes, and alignment based on preliminary hydraulic design. Identify locations by highway station or coordinates, as appropriate.
 - b) Determine the allowable headwater.
 - c) Assess the degree of sediment and debris problems to be encountered.
 - d) Assess abrasion and corrosion levels based on CDOT Pipe Material Selection Policy.
 - e) Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
 - f) Present initial designs of any necessary deck drainage or other drainage off the structure.
- ii. Complete preliminary design of major drainage structures:
 - a) Complete hydraulic analysis and water surface profiles.
 - b) Determine required hydraulic size/skew of major structures/channels.
 - c) Determine minimum low chord elevation per CDOT criteria.
 - d) Determine design storm and 500-year water surface elevations.
 - e) Determine scour for design storm, the 500-year event, incipient overtopping condition, and maximum scour-inducing storm (if applicable).
 - f) Assess channel erosion protection for structures.
 - g) Present initial designs of any necessary deck drainage or other drainage off the structure.
- c. Prepare preliminary construction plans that include:
 - i. Drainage Plan Sheets
 - ii. Drainage Detail Sheets as needed
 - iii. Hydraulic Information Sheets as needed
- d. Prepare a Preliminary Hydraulics Report or Preliminary Drainage Report in accordance with the CDOT Drainage Design Manual
 - i. Introduction, Hydrology, Existing Structures and Design Discussion sections should be close to final at this level. Design Discussion should include DEN and local criteria the project intends to meet.
 - ii. Recommended design should be preliminary at this level and progress through final design.
 - iii. All design assumptions and related design decisions shall be documented.
 - iv. The Appendix shall contain:
 - a) Drainage basin maps
 - b) Hydrology/hydraulic worksheets
 - c) Drainage construction plan sheets.
 - d) CDOT pipe material selection documentation
 - e) Water Quality report and PWQ worksheets
 - f) Perform internal QA/QC prior to submission to DEN.

6. Floodplain Assessment

- a. Identify location of regulatory floodplains and floodways published by FEMA and local agencies and assess impacts of planned changes to those boundaries from DEN activities or planned map revisions by others.
- b. Add information to environmental resource mapping of existing conditions.
- c. Determine the adverse impacts of each alternative with respect to the base flood elevation (BFE), floodway boundary, and local drainage. This must include the impacts of construction and other “temporary” activities.
- d. Analyze impacts and develop possible actions to mitigate for the adverse impacts, then coordinate with roadway and structural designers.



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- e. Analyze the impacts and mitigation. Included in the analysis will be a determination of significant impacts due to:
 - i. Single community access routes.
 - ii. Risk for social or economic losses due to flooding.
 - iii. Alteration of beneficial floodplain values.
 - iv. Recommend preparation of a local floodplain development permit for all work in floodplains and floodways, as required by state and federal law.
 - v. Show all ground survey point elevations in the same vertical datum identified on the current effective FIRM.
 - vi. Add notes to indicate the waterway name, jurisdiction and community number, panel number, date of current effective information, a sentence describing which local code requires permits, a sentence for permitting and no rise compliance, and a note recognizing that flooding may occur outside the mapped Special Flood Hazard Area (SFHA).
- f. Prepare a Floodplain Information Sheet for the final approved plan set.
 - i. Show and clearly label the current effective 100-yr floodplain and floodway boundaries, and the 500-year floodplain (as applicable).
 - ii. Show and clearly label all cross sections and BFE lines published on the current effective FIRM (note; all elevations must be reported in the same vertical datum identified on the current effective FIRM).
 - iii. Show and clearly label any fluvial hazards, buffer zones or erosion management zones.
 - iv. Show the limits of disturbance for all permanent and temporary activities, and label as such.
 - v. Show all ground survey point elevations in the same vertical datum identified on the current effective FIRM.
 - vi. Add notes to indicate the waterway name, jurisdiction and community number, panel number, date of current effective information, a sentence describing which local code requires permits, a sentence for permitting and no rise compliance, and a note recognizing that flooding may occur outside the SFHA.
 - vii. Add all conditions of approval from the local agency to the notes, especially for as-built survey and PLS & PE. re-certification requirements.
 - viii. Add a note identifying any Section 625 Survey specials.
- g. Prepare a Preliminary Floodplain Report or Memo as outlined in the CDOT DDM or as directed by the CDOT Region Hydraulic Engineer or his/her designee.

7. Environmental – Water Quality

- a. Storm Water Management Plan

Initiate a Storm Water Management Plan in accordance with:

 - i. Denver’s Municipal Separate Storm Sewer Systems (MS4)
 - ii. CDPHE’s Construction Discharge Permit System requirements
 - iii. Denver’s Erosion Control and Storm Water Quality Guide
 - iv. Denver SWMP/GESC/EC requirements
 - v. CDOT’s Standard Specifications
 - vi. CDOT Standard Plans
 - vii. Other appropriate documents
- b. Topsoil sampling, *if applicable*.



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- i. Determine number for revegetation units required by coordinating with SWMP designer and design team.
- ii. Conduct topsoil sampling and send samples to laboratory for nutrient testing; refer to topsoil sampling procedure for laboratory testing requirements.
- iii. Insert topsoil amendments into the SWMP using the CDOT Amendments Calculator to determine quantities.
- c. Vegetative Transects
 - i. Determine number of revegetation units required by coordinating with SWMP designer and Environmental Specialist. Number of transects: typically one per 5 acres, if >20 acres, then the Environmental Specialist determines required transects.
 - ii. Conduct vegetation transect(s) to determine existing vegetative percent cover as required for each vegetation unit as determined in the SWMP prior to construction disturbance.
 - iii. Document transect location(s) and percent cover(s) onto an aerial map. Place map and photographs into Tab 17.
- d. Prepare preliminary Permanent Water Quality (PWQ) plans
 - i. Determine PWQ requirements (Denver local agency MS4 requirements, CDOT requirements, etc.).
 - ii. Develop PWQ alternatives that will meet Denver local agency MS4 requirements.
 - iii. Identify right-of-way requirements (*if required*) and utility impacts for alternatives.
 - iv. Identify all entities.
 - v. Other appropriate documents.
- e. Prepare preliminary water quality report as an appendix to the Hydraulic Design Report to include PWQ Evaluation and Tracking Forms, cost estimate for PWQ CMs, etc.
- f. Conduct a PWQ meeting just prior to FIR to discuss alternatives with DEN PWQ Specialist/Water Pollution Control Manager, Hydraulics Engineer, and DEN/PM.
- g. Perform internal QA/QC prior to submittal to DEN.

8. Utility Coordination

- a. Location Maps

Obtain utility location maps from the Utility Companies which identify utility features in the project area. Requests and receipt of maps will be coordinated with the DEN/PM via copies of request and transmittal letters.
- b. Reviews and Investigations

Conduct field reviews and utility investigations with DEN/PM and Utility companies, as required, to ensure correct horizontal and vertical utility data. When possible, this will be done utilizing non-destructive investigative techniques. The horizontal and vertical locations will be shown in the FIR plans and cross sections.
- c. Potholing

Initial "Potholing" is required prior to FIR Plan Submittal, the Consultant shall be responsible for all necessary excavations. Analyze and recommend in coordination with DEN/PM initial potholing investigation plan for approval.
- d. Incorporate utility locations in plans from utility survey
- e. Relocation Recommendations

Submit necessary information for the relocation or adjustments of affected utilities to DEN/PM. DEN will process the required agreements.
- f. Ditch Company Coordination *if required*



Contact ditch companies to coordinate ditch requirements and restrictions. Develop the plans for the necessary irrigation structures and submit to the Ditch Company for review.

9. Roadway Design and Roadside Development

Coordinate all design activities with required DEN stakeholders and other outside entities.

- a. Roadway Design
 - i. Input, check, and plot survey data
 - ii. Verify that a project specific coordinate system approved by DEN is used to identify the horizontal locations of key points. The coordinate systems used for roadway design and ROW shall be compatible.
 - iii. Input and check horizontal and vertical alignments against all design criteria. Necessary variances and/or design decisions will be identified with justification and concurrence by DEN & FHWA.
 - iv. Provide alignments, toes of slope and pertinent design features, including permanent and temporary impacts.
 - v. Plot/develop all required information on the plans in accordance with all applicable DEN policies and procedures.
 - vi. Using current approved DEN software, generate a 3 dimensional design model and produce preliminary quantities.
- b. Roadside Development:

For roadside items including but not limited to, guardrails, delineators, ditches, PWQ CMs, landscaping, sprinkler systems, sound barriers, bike paths, sidewalks, lighting, and curb ramps provide the following layouts in the plans:

 - i. Critical locations in the plans for conduit sleeves and other utility conduits underneath the proposed roadways.
 - ii. Coordinate the roadside items with the Storm Water Management Plan (SWMP).

10. Right-of-Way

The proposed improvements are anticipated to be completed within DEN Property. The following work shall be done by, or under the immediate supervision of, a PLS. The following work may be included:

- a. Research
 - i. Coordinate with DEN for existing property boundary information.
- b. Ownership Map (as necessary)

Project coordinate system ownership map shall be submitted along with a "Project Narrative".

 - i. Review preliminary design and survey report.
 - ii. Review project coordinate system and basis of bearing from Control Survey prior to calculations
 - iii. Compute alignment of ROW centerline and store coordinates of all found monuments within the first tier of properties left and right of Centerline
 - iv. Review ownership documents (Memoranda of Ownership and/or title commitments, deeds and supporting plats)
 - v. Calculate coordinates of lost or obliterated aliquot corners using guidelines established by the Bureau of Land Management. (To be used in resetting corners according to Colorado Revised Statutes)
 - vi. Establish subdivisions of sections using Bureau of Land Management Guidelines. Show all section lines and ¼ section lines on the ownership map and ROW plans
 - vii. Determine existing Right-of-Way limits from DEN records, DEN plans and found ROW markers. Previous Right-of-Way plans, if available, will be provided by DEN as an aid



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- viii. Determine ownerships and their property boundary locations. Locate the intersection of these property boundary lines with the existing DEN property. Determine location and ownership of existing easements of record.
- ix. Secure additional property ties and additional topography where the highway improvement may affect improvements adjacent to the Right-of-Way. This additional topography should include:
 - a) Proximate buildings, sheds, etc.
 - b) Underground cables and conduits
 - c) Wells
 - d) Irrigation ditches and systems
 - e) Septic tanks, cesspools, and leaching fields
 - f) Landscaping
 - g) Other
- x. Reconcile overlaps and gaps in ownerships as required by DEN, documenting method used (may require additional field work). Include reasons for decisions in the “Project Narrative”.
- xi. Plot OWNERSHIP MAP. If entire ownership will not fit on the sheet at this scale, an additional abbreviated OWNERSHIP MAP may be used at a scale of 1 inch=1 mile, or other suitable scale, to show the configuration of large ownerships. Metric equivalents may be required.
- xii. Label all monuments found with description of monument and project coordinates (from Control Survey Diagram)
- xiii. Show improvements and topography within the ownerships and existing access to the street/county road system.
- xiv. Number ownerships alternately as they occur along the centerline from south to north or west to east in the same direction as the stationing. Show current names of owners and lessees
- xv. Calculate the total area of all ownerships affected, including coordinates of all property corners. Deduct areas for existing road Rights-of-Way. Bearings and distances do not need to be shown on 1" = 1 mile abbreviated OWNERSHIP MAPS
- xvi. Different land uses within a property should be cross-hatched or shaded.
- xvii. In the lower right corner of the OWNERSHIP MAP, show seal, number and name of Professional Land Surveyor supervising the work
- xviii. Transmit finished reproducible OWNERSHIP MAP, electronic drawing files, and Memoranda of Ownership to DEN along with all calculations, field notes, and supporting data. The OWNERSHIP MAP will include a copy of the control and monumentation sheet

11. Major Structural Design

Major structures are bridges and culverts with a total length greater than twenty feet or retaining walls with a total length greater than one hundred feet and a maximum exposed height at any section of over five feet. This length is measured along centerline of roadway for bridges and culverts, and along the top of wall for retaining walls. Overhead sign structures (sign bridges, cantilevers, and butterflies extending over traffic) are also major structures but are exempt from the structure preliminary design activity defined here.

The DEN Structure Reviewer will participate in coordinating this activity.

- a. Structural Data Collection
 - i. Obtain the structure site data. The following data, as applicable, shall be collected: (Typical roadway section, roadway plan and profile sheets showing all alignment data, topography, utilities, preliminary design plan) Property/Right-of-Way restrictions, preliminary hydraulics and geology



- information, environmental constraints, lighting requirements, guardrail types, recommendations for structure type, and architectural recommendations.
- ii. Obtain data on existing structures. When applicable, collect items such as existing plans, inspection reports, structure ratings, foundation information, and shop drawings. A field investigation of existing structures will be made with notification to the DEN/PM.
- b. Structure Selection and Layout
- i. Review the structure site data to determine the requirements that will control the structure size, layout, type, and rehabilitation alternatives. On a continuing basis, provide support data and recommendations as necessary to finalize the structure site data.
 - ii. Determine the structure layout alternatives. For bridges, determine the structure length, width, and span configurations that satisfy all horizontal and vertical clearance criteria. For walls, determine the necessary top and bottom of wall profiles.
 - iii. Determine the structure type alternatives. For bridges, consider precast and cast-in-place concrete and steel superstructures and determine the spans and depths for each. For walls, determine the feasible wall types.
 - iv. Determine the foundation alternatives. Consider piles, drilled caissons, spread footings, and mechanically stabilized earth foundations based on geology information from existing structures and early estimates from the project geologist. To obtain supporting information, initiate the foundation investigation as early as possible during the preliminary design phase.
 - v. Determine the rehabilitation alternatives. Continued use of all or parts of existing structures shall be considered as applicable. The condition of existing structures shall be investigated and reported. Determine the modifications and rehabilitation necessary to use all or parts of existing structures and the associated costs.
 - vi. Develop the staged construction phasing plan, as necessary for traffic control and detours, in conjunction with the parties performing the roadway design and traffic control plan. The impact of staged construction on the structure alternatives shall be considered and reported on.
 - vii. Compute preliminary quantities and preliminary cost estimates as necessary to evaluate and compare the structure layout, type, and rehabilitation alternatives.
 - viii. Evaluate the structure alternatives. Establish the criteria for evaluating and comparing the structure alternatives that, in addition to cost, encompass all aspects of the project's objectives. Based on these criteria, select the optimum structure layout, type, and rehabilitation alternative, as applicable, for recommendation to DEN.
 - ix. Prepare preliminary general layout for the recommended structure. Prepare structure layouts in accordance with current standards. Special detail drawings and a detailed preliminary cost estimate shall accompany the general layout. The special detail drawings shall include the architectural treatment. Perform an independent design and detail check of the general layout.
- e. Structure Selection Report
- Prepare a structure selection report to document, and obtain approval for, the structure preliminary design. By means of the structure general layout, with supporting drawings, tables, and discussion, provide for the following:
- i. Summarize the structure site data used to select and layout the structures. Include the following:
 - a) *Existing structure data, including sufficiency rating and whether or not the structure is on the "select list".*
 - b) *Project site plan*
 - c) *Roadway vertical and horizontal alignments and cross sections at the structure*
 - d) *Construction phasing*



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- e) *Utilities on, below, and adjacent to the structure*
- f) *Hydraulics:*
Channel size and skew, design year frequency, minimum low girder elevation, design year and 500-year high water elevations, estimated design year and 500 year scour profiles, and channel erosion protection
- g) *Preliminary geology information for structure foundation*
- h) *Architectural requirements*
- ii. Report on the structure selection and layout process. Include the following:
 - a) *Discuss the structure layout, type, and rehabilitation alternatives considered*
 - b) *Define the criteria used to evaluate the structure alternatives and how the recommended structure was selected*
 - c) *Provide a detailed preliminary cost estimate and general layout of the recommended structure*
- iii. Obtain acceptance by DEN on the recommended structure and its layout. Allow approximately two weeks for review of the structure selection report. The associated general layout, with the revisions required by the DEN review, will be included in the FIR plans. The structure selection report, with the associated general layout, must be accepted in writing by DEN prior to the commencement of further design activities.
- f. Foundation Investigation Request
Initiate the foundation investigation as early in the preliminary design phase as is practical. On plan sheets showing the project control line, its stations and coordinates, utilities, identify the test holes needed and submit them to the project geologist. The available general layout information for the new structure shall be included in the investigation request.

12. Construction Phasing Plan

A construction phasing plan shall be developed which integrates the construction of all the project work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction (detours). A preliminary traffic control plan will also be developed which will be compatible with the phasing plan.

13. Preparation for the Field Inspection Review (FIR)

- a. Coordinate, complete, and compile the plan inputs from others at DEN: materials, hydraulics, traffic, utilities, survey/right-of-way, environmental and water quality.
- b. If a major structure is included in the project, a general layout (which has been accepted by DEN) will be included in the FIR plans.
- c. Prepare the preliminary cost estimate for the work described in the FIR plans based on estimated quantities.
- d. The FIR plans shall comply with DEN requirements and shall include a title sheet, typical sections, general notes, plan/profile sheets, and preliminary layouts of interchanges/intersections. The plan/profile sheets will include all existing topography, survey alignments, projected alignments, profile grades, ground line, existing ROW, rough structure notes (preliminary drainage design notes, including pipes, inlets, ditches and channels), and existing utility locations.
 - i. The following items will be mandatory for the FIR plans:
 - a) Preliminary earthwork (plotted cross sections at critical points with roadway template and existing utility lines at known or estimated depths)
 - b) Catch points



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- c) Property / Right-of-Way linework
- d) Pit data (if required)
- e) Soil profile and stabilization data
- f) Structure general layouts (if applicable)
- ii. Typical plan sheet scales will be as follows:
 - a) Plan and Profile 1 inch = 50 Feet (Urban)
 - b) Intersections 1 inch = 20 feet
- e. The plans shall be submitted electronically to the DEN/PM for a preliminary review prior to the FIR
- f. The preliminary construction phasing including preliminary traffic control plan with proposed detours will be included in the FIR plan set
- g. CDOT form 1048 – project scoping procedures completion checklist

14. Field Inspection Review

- a. Attend the FIR.
- b. The FIR meeting minutes shall be prepared by the C/PM, approved by the DEN/PM, and distributed as directed.
- c. The FIR original plan sheets shall be revised/corrected in accordance with the FIR meeting comments within thirty (30) working days.
- d. Design decisions concerning questions raised by the FIR will be resolved in cooperation with the DEN/PM. The C/PM shall document the decision and transmit the documentation to the DEN/PM for approval.
- e. A list of all deviations from standard design criteria along with the written justification for each one shall be submitted to the DEN/PM.

15. Post-FIR Revisions

The Consultant shall complete the revisions required by the FIR before this phase of work is considered to be complete, include the following:

- a. Update project schedule
- b. Coordinate activities
- c. Finalize design decisions, variances, justification process

D. FINAL DESIGN

Upon completion of Preliminary Design (for purposes of a NEPA Decision Document), DEN will conduct a Selection Delivery Matrix to determine next steps to advance the project. Final design work activities that may be added at the discretion of DEN are included in the following sections.

1. Traffic Engineering

- a. Prepare and provide permanent signing/pavement marking plans.
- b. Signalized intersections and Ramp Meters:
 - i. Prepare plan sheet with intersection condition diagrams and required traffic signal design and forward to appropriate agency. Prepare 1 inch to 20-foot scale intersection plan sheet for each intersection/location which will have a traffic signal designed for it.
 - ii. Prepare and provide the construction traffic control plans and quantities.

2. Materials Engineering

- a. Finalize and provide the stabilization plan/pavement design report.



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- b. Finalize geotechnical considerations and incorporate them into the plans.

3. Environmental Permits

This activity is concurrent with final design and must be completed prior to the advertisement for construction. Coordinate between the agencies, the DEN Environmental Manager and the DEN/PM and prepare and submit application and design information to the DEN Environmental Manager for the required permits, including:

- a. 401 Permit Process (Water Quality Certification)
- b. 402 Permit Process (Point Source Discharge)
- c. 404 Permit Process (Discharge of Fill)
 - i. Determine impacts
 - ii. Support DEN in coordination with the U.S. Army Corps of Engineers
 - iii. Incorporate permit stipulations into the final plans
- d. Floodplain Development Permit
- e. Senate Bill 40 Certification
- f. CDPS or NPDES Storm Water Permit for Construction Activities

4. Structures

Ensure approval of the Foundation Investigation Report from DEN/PM.

5. Hydrology, Hydraulics and Floodplain Management

- a. Data Review.

Review data and information developed under the Preliminary Hydraulics Report, Preliminary Drainage Report, and/or Preliminary Floodplain Report, and update both/all in accordance with decisions made since the FIR.
- b. Hydrology and Hydraulics.
 - i. Review data and information developed under the preliminary hydraulic investigation and update per FIR decisions
 - ii. Complete final design for minor drainage structures
 - a) Finalize horizontal and vertical locations and sizes for all drainage structures based on hydraulic design. Update locations in construction plans by highway station or coordinates, as appropriate
 - b) Make final recommendations for pipe material based on CDOT Pipe Material Selection Policy guidelines. Document recommendations in a letter with supporting design information.
 - c) Finalize structure cross-sections and profiles to determine the elevations, flow lines, slopes and lengths of structures.
 - d) Finalize deck/structure drainage in coordination with DEN /PM or their designee.
 - iii. Complete final design for major structures.
 - a) Finalize hydraulic analysis elevations, flow lines, water surface profiles and hydraulic information.
 - b) Finalize configuration, size and skew of major structures and channels.
 - c) Coordinate final water surface profiles and final low girder elevation for selected structures.
 - d) Finalize channel scour profiles for design year and 500-year scour for selected structures.
 - e) Finalize channel erosion protection limits and mitigation measures for selected structures and provide appropriate details.
 - f) Finalize deck/structure drainage in coordination with DEN/PM or their designee.



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- iv. Complete final design for all drainage details required for minor and major drainage structures.
- v. Recommend culvert pipe sizes, type, shape and material for proposed construction detours.
- vi. Erosion and sedimentation problems identified with solutions in place, including but not limited to erosion and scour countermeasure designs, analyses and reports.
- c. Prepare final construction plans in accordance with requirements of The CDOT DDM.
 - i. Drainage Notes
 - ii. Drainage Tabulation Sheets
 - iii. Drainage Plan Sheets
 - iv. Drainage Profile Sheets
 - v. Drainage Detail Sheets
 - vi. Bridge Hydraulic Information Sheets
 - vii. Floodplain Information Sheet
- d. Prepare a Final Hydraulic Design Report or Final Drainage Report in accordance with the requirements of the CDOT DDM.
 - i. Review data and information in the Preliminary Hydraulic Design Report and/or Preliminary Drainage Report and update in accordance with decisions made at FIR
 - ii. Finalize all sections of the report and include Bridge Hydraulic Information Sheets. All design assumptions and related design decisions shall be documented in the report.
 - iii. Provide a PDF copy of the Final Hydraulic Design Report or Final Drainage Report to the DEN/PM for disbursement to appropriate parties.
 - iv. Floodplain & floodway information incorporated into the plan sheets
 - v. Bridge hydraulic information incorporated into the plan sheet
 - vi. Provide digital linework from all drainage and floodplain analysis in GIS Shapefiles, AutoCAD/Civil3D drawings, or MicroStation/InRoads drawings. All CAD or MicroStation drawings must be compressed into a single drawing. All surfaces (DTMs, TINs, Rasters, etc.) must be separated and labeled clearly for archiving and rediscovery
- e. Prepare Final Floodplain Report.
 - i. Include the Floodplain Information Sheet from the plan set in 11x17 with all other hydraulic mapping information relevant to requisite permits and certifications
 - ii. List and identify all applicable ordinance or code, and describe how those specific standards were addressed and resolved
 - iii. Discuss all alternatives analyzed, analysis results, recommendations, and final design direction
 - iv. Record all relevant current effective floodplain information, like community number, panel number(s), effective date(s), waterway names, cross sections, BFEs, and contact name and information for local floodplain administrators contacted for the project.
 - v. Provide a copy of approved floodplain development permits and no rise certifications
 - vi. Identify all construction and as-built stipulations required from approved permits and certifications
 - vii. Provide all background survey information on 11x17 or smaller
 - viii. Identify future actions required prior to DEN project close-out, especially as-built survey and PLS certification, and final PE re-certification with local agencies.
 - ix. Perform internal QA/QC on all hydrologic, hydraulic and floodplain information prior to submittal to DEN.

6. Environmental – Water Quality

- a. Storm Water Management Plan
Finalize the Storm Water Management Plan in accordance with:



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- i. Denver’s Municipal Separate Storm Sewer Systems (MS4)
- ii. CDPHE’s Construction Discharge Permit System requirements
- iii. CDOT’s Erosion Control and Storm Water Quality Guide
- iv. Denver local agency SWMP/GESC/EC requirements
- v. DEN’s Standard Specifications
- vi. Denver and DEN Standard Plans
- vii. Other appropriate documents
- b. Permanent Water Quality
 - i. Finalize PWQ design to meet DEN local agency MS4 requirements
 - ii. Coordinate with all entities and municipalities regarding ownership and maintenance responsibilities for PWQ CMs.
- c. Prepare a Final PWQ report as an appendix to the Final Hydraulic Design Report.
- d. Conduct a PWQ meeting just prior to FOR to discuss documentation of PWQ with DEN PWQ Specialist/Water Pollution Control Manager, Hydraulics Engineer, and DEN/PM.
- e. Perform internal QA/QC prior to submittal to DEN.

7. Utility Coordination

Following the finalization of the roadway horizontal alignment and profile grade and the horizontal and vertical location of drainage structures, sewers, and other underground structures, coordinate with the Utility Engineer to identify and resolve any conflicts to finalize utility clearances.

- a. Prepare and provide final utility plans.
 - i. Conduct potholing investigations and analyze impacts, design revisions to minimize/avoid utility relocations, and include summary tabulations in Utility Plans.
 - ii. The final utility plans shall be prepared following the resolution of the FIR comments, the completion of the final hydraulic design, and the completion of the design of the other items in the list in paragraph (b) below.
 - iii. The final utility plans shall include all horizontal and vertical locations of the existing and proposed utilities and any other details which would indicate possible utility conflicts.
 - iv. The new or revised utility locations will be added to the plan topography. Conflicts will be resolved and appropriate pay items and specifications added, if required, to adjust utilities.

8. Roadway Design and Roadside Development

Roadway design. Prepare and provide final roadway design plans incorporating all input from applicable DEN specialties and outside entities.

- a. Roadside design
- b. Landscaping
- c. Determine the most economical landscape establishment alternative, finalize concept, and complete the plan.
- d. Prepare and provide plans for sprinkler systems, bike paths, sound barriers, truck escape ramps, rest areas, and others, as appropriate.
- e. Lighting plans
 - i. Provide a foundation investigation for each high mast light location.
 - ii. After approval of the locations of the lights, the lighting design will be completed with the following information shown on the plan sheets:
 - a) Circuit type and voltage of power source
 - b) Location of power source (coordinated with the utility engineer)



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- c) Luminaire type and lumens
- d) Light standard type and mounting height
- e) Bracket arm type and length
- f) Foundation details
- g) Size and location of electrical conduit
- h) Locations of power source(s)/lighting control center(s) (if appropriate)
- i) Location of direct burial cable
- j) Size of wiring and/or direct burial cable
- iii. Coordinate with DEN and Xcel
- f. Prepare and provide wetland mitigation plan.

9. Final Major Structural Design

During the conduct of this activity, the Consultant shall participate in structural review meetings with the DEN Structural Reviewer.

- a. Structure final design
 - i. Perform the structural analysis. Provide superstructure design, substructure design and document the design with design notes, detail notes, and computer outputs.
 - ii. Perform final design check from design and detail notes.
- b. Preparation of structure plans and specifications

Prepare and provide the Structural Plans and Specifications, including any revisions identified during the independent check.
- c. Independent design, detail and quantity check.
- d. Prepare and provide the bridge rating and field packages.

10. Construction Phasing Plan

A final construction phasing plan will be developed which integrates the construction of all project work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction, and a final traffic control plan will be developed which shall be compatible with the phasing plan.

11. Preparation for the Final Office Review (FOR)

- a. Coordinate the packaging of the plans:
 - i. Collect plans from all design elements and collate the plan package. Include all items listed in the Project Development Manual.
 - ii. Calculate plan quantities and prepare the tabulations and Summary of Approximate Quantities.
- b. In addition to the plan sheets, the project special provisions shall be provided. This will consist of those unique Project Special Provisions which have to be written specifically for items, details and procedures not adequately covered by DEN's Standard Specifications and Standard Special Provisions. Also, a list of the Standard Special Provisions which are applicable to the project shall be prepared. The Project Special Provisions shall be provided in the DEN format and submitted with the project plans. Appropriate mitigation commitments made within any environmental documents should be included in the plans and specifications.
- c. Prepare FOR Estimate.

Item numbers, descriptions, units and quantities shall be listed and submitted to the DEN/PM.
- d. Submit the FOR Plans and specifications electronically to the DEN/PM for preliminary review prior to the FOR.



12. Final Office Review

- a. Attend the FOR.
- b. The FOR meeting minutes shall be prepared, approved, and distributed within two weeks of the meeting as directed.
- c. The FOR original plan sheets and the specifications shall be revised.
- d. Complete plan revisions in accordance with the FOR meeting comments and submit to the DEN/PM within four (4) weeks after the FOR submit the final revision of the plans for DEN review/concurrence.

E. PRIOR TO AD

1. Construction Plan Package

The bid plan construction contract package shall consist of the revised FOR plans and will completely describe the work required to build the project including project special provisions and detailed quantities.

- a. Electronic and hard copies of the following:
 - i. Roadway
 - a) Horizontal and vertical data
 - b) Staking data
 - c) Earthwork quantities
 - d) Cross sections
 - ii. Major structures
An independent set of the following shall be submitted to the DEN Structural Reviewer for each major structure.
 - e) Structure grades
 - f) Structure geometry
- b. Final engineering package. The consultant shall submit electronic copies of the following:
 - i. All project calculations or worksheets
 - ii. All final reports and their approvals:
 - iii. Traffic, hydraulics, lighting, pavement design and economic analysis, geology foundation report, etc. All reports will have the latest revisions included.
 - iv. Copies of variances, design decisions, and variance approvals
 - v. Project meeting minutes
 - vi. Utility clearance package
 - vii. Utility agreements and information regarding the utility location and clearance conditions
 - viii. Maintain an environmental mitigation tracking tool for all environmental document commitments.
 - ix. Bridge construction packet
 - x. Includes bridge grades, geometry, and quantity calculations or worksheets
 - xi. Any other information unique to this project and deemed important to the effectiveness of construction.
- c. Record plans sets.
Three (3) record plan sets for final design of roadways and structures will be produced which shall bear the seal and signature of the responsible Consultant Engineer on each sheet. One (1) set shall be retained by the Consultant for three (3) years. Two sets shall be submitted to DEN. The original plan drawings shall not bear a seal.



2. FEMA CLOMR Submittal *(if necessary)*

Prepare a Conditional Letter of Map Revision package and submit to FEMA and the local Floodplain Administrator for community concurrence, for any work in the floodway that alters the BFE or floodway boundary, or as required by the local permitting agency's Floodplain Administrator.

3. All project permits, approved and in-hand.

F. PROJECT MANAGEMENT

1. Design Control

- a. Provide the required staff, communication equipment and computer systems with appropriate software for tracking and monitoring the work efforts.
- b. Conduct periodic corridor progress meetings at an interval acceptable to the DEN/PM. The following shall be reviewed:
 - i. Activities complete since the last meeting
 - ii. Problems encountered
 - iii. Late activities
 - iv. Activities required by the next progress meeting
 - v. Solutions for unresolved and anticipated problems
 - vi. Information or items required from other agencies
- c. Plan and execute a quality assurance program that ensures correct error-free plans are produced by the project designers.

2. Information Services

- i. Provide a management information system to monitor and report progress. This will include providing access to current project data and status (e.g., progress versus schedules and cost estimates versus budgeted funds).
- ii. Include the project schedules for submittals and key events.
- iii. Identify progress with respect to the schedules.
- iv. Identify critical path activities.
- v. Provide upon demand the scheduled submittals/key events for designated time periods.
- a. Produce and periodically update a strip map which outlines the entire corridor. The information shown on this map will include the following:
 - i. Preliminary engineering project limits
 - ii. Construction project limits
 - iii. Construction project estimated costs
 - iv. Construction project Advertise-for-Bid (AD) dates
 - v. Other information that is considered appropriate

3. Budget Planning Support

- a. Maintain a current file of project cost estimates. The date and type of each estimate will be identified.
- b. Maintain a current file of existing and proposed funding for projects. Types of funding sources will be identified.
- c. Develop a proposed schedule based on the estimated costs and the existing and anticipated future funding.

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- d. A continuing evaluation of cash flow requirements and drawdown schedules administrative, preliminary engineering, utility, and construction costs will be accomplished. The funding requirements will be compared with the budget, also on a continuing basis. DEN will be notified immediately of changes in funding requirements.



SECTION 6
SUPPLEMENTAL WORK AND CONTRACT CONCLUSION

A. SUPPLEMENTAL WORK

It is anticipated that this contract may be supplemented for other related Pena Boulevard pre-construction task orders including but not limited to:

1. Selection Delivery Matrix
2. Final Design at Interchanges
3. Final Design for portions or all of the corridor
4. Preparation of Design-Build procurement documentation (if an alternate delivery method is selected)
5. Value Engineering (VE) Study as required by FHWA
6. Pavement Lifecycle Cost Analysis & Materials Report
7. Other activities as needed or beneficial to DEN for the completion of preliminary or final design and/or due diligence work for alternative delivery (if an alternate delivery method is selected)

B. CONTRACT COMPLETION

This Contract will be satisfied upon acceptance of the following items if applicable:

1. Project Schedule
2. Project Progress Meeting Minutes
3. Completion of review of contract submittals
4. Design Plans, and Engineer's Estimate
5. Hydrological & Hydraulic Report (signed and sealed)
6. Structural Reports (signed and sealed)
7. Geotechnical Report (signed and sealed)
8. Environmental Technical Resource Reports
9. Environmental NEPA Documents
10. All Environmental Permits
11. All Environmental, Utility, and ROW Clearances
12. Digital Topographic and Terrain Survey Data
13. Photography Products
14. Survey Report
15. GIS shape files



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LIST 1 – SUBMITTALS

WORK TASKS

Periodic Reports
Billings
Meeting Minutes
Project Schedule
Completed Specific Design Criteria
Survey Plan
Approved MHT's
Traffic Control Supervisor Certification
Permissions to Enter
Initial Submittal of topographic survey data collection
Initial Submittal of an Original Plan Sheet

PROJECT DEVELOPMENT

Public Communication Plan
Contact List

ROUTE LOCATION SURVEY

Traffic Control Supervisor Certification
Approved MHT's
Survey data in raw, unedited formats
Pothole data including type of utility/owner, existing grade, top of utility and invert elevations
Existing culverts report
Access report
Topographic survey notes
Contour plan checked for errors
Survey control diagram
Field books
Electronic Survey Files
Survey Topographic Data
Monument Records
Control & Monumentation Plan Sheets
Aerial Photography Index Map Sheets
Aerial Photography Contact Sheets

PERMITS

401 Permit
Dewatering / 402 Permit
404 Permit
SB 40 Permit
Wildlife Certification
CDPS Storm Water Permit
CDPHE Discharge Permit
Floodplain Development Permit (approved)



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No Rise Certification (approved)
No Rise Recertification at As-Built (approved)

ENVIRONMENTAL WORK TASKS

Appropriate NEPA Document (CatEx, EA, EIS, FONSI or ROD)
Figures and Exhibits from NEPA Document
Air Quality Technical Report
Geologic Technical Report
Water Quality Technical Report
Wetland Finding Report
Integrated Noxious Weed Management Plan
Biological Resources Report
Biological Assessment
Historic Resource Technical Reports
Section 4(f) Documents
Archaeology Technical Report
Paleontological Technical Report
Environmental Justice Technical Report
Transportation Technical Report
Noise Technical Report
Hazardous Materials Documentation (ISA/MESA)

PRELIMINARY DESIGN

Electronic Survey Data
Traffic Data & Recommendations
Geology & Soils Investigation Report
Pavement Design Report
Existing Bridge Condition Report
Foundation Investigation Report
Engineering Geology Plan Sheet(s)
Preliminary Hydraulic Design Report, including preliminary PWQ design
Preliminary Floodplain Report
Preliminary Storm Water Management Plan
Utility Relocation Recommendations
Irrigation Ditch Structure Plans
Structural Selection Report
Foundation Investigation Request
Final Materials Recommendations
Final Pavement Selection Report
Intersection Traffic Report
Traffic Report
Preliminary Cost Estimate
FIR Plan Set
List of deviations from Standard Design Criteria
Corrected FIR Plan Set



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FINAL DESIGN

Final Hydraulic Design Report, including preliminary PWQ design
Final Floodplain Report
Final Utility Plan Set
Bound Final Geotechnical Report
Correspondence with Agencies, Entities, and Public

TRAFFIC ENGINEERING

Safety Assessment
Signing/Pavement Marking Plans
Signal Warrant Study if needed
Signalized Intersection Plans & Specifications
Traffic Control Plan

ROADSIDE PLANNING

Landscape Plan & Specifications
Certification of Plant Availability
Bike path Plans & Specifications
Sound Barrier Plans & Specifications
Lighting Plans & Specifications
Structure Final Review Plans & Specifications
Construction Phasing Plan
Storm Water Management Plan
FOR Plans & Specifications
FOR Cost Estimate
Final Review Revisions

CONSTRUCTION PLAN PACKAGE

Final Plans, Specifications & Estimate Package for Advertisement
Final Cross Sections
Schedule of Quantities
Design Decisions
Variances
Findings In the Public Interest
Original Surface Digital Terrain
Final Surface Digital Terrain Model
Design Digital Terrain Model
Staking Data
Earthwork Quantities
Mass/Haul diagram
Project Calculations (electronic)
Worksheets (electronic)
Design Notes
Independent Design Review Reports
Roadway Design Data Submittal

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Major Structure Design Final Submittal

Bridge Construction Pack

Record Plan Sets

As-Built Plan Sets (if required)

Approved no rise recertification or written and approved evidence that all floodplain permit conditions are resolved (if required)



Exhibit B

Denver International Airport

Design, Engineering, & Construction (DEC)

Professional Services Agreements

Core Staff Rates

Contract Name: **Peña Boulevard Design Services and NEPA**

Contract Number: **202473952**



City and County of Denver

Company Proprietary Information

Release to others outside of Denver International Airport Design, Engineering, & Construction (DEC) Department is prohibited without express written permission from the company named above.

Revision January 2024



EXHIBIT B

Prime Consultant:	Peak Consulting Group, Inc.
DEN Contract Number:	202473952
DEN Contract Name:	Pena Boulevard Design Services and NEPA
Project Name:	Pena Boulevard Design Services and NEPA
Project Number:	PLANE 202473952-00
MWBE / SBE / DBE Contractual Goal:	32%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	MWBE / SBE Goal %	Multiplier Factor	Prime's Mark-up
1	Peak Consulting Group	Prime			
2	HDR	Sub-Contractor			5%
3	Clanton & Associates	Sub-Contractor			5%
4	CIG	Sub-Contractor			5%
5	Conсор Engineers	Sub-Contractor			5%
6	Conventum Group	Sub-Contractor			5%
7	CRL Associates	Sub-Contractor			5%
8	Human Focused Media (Dope Mom Life)	Sub-Contractor			5%
9	GBSM	Sub-Contractor			5%
10	Livable Cities	Sub-Contractor			5%
11	Maxx Impact Group	Sub-Contractor			5%
12	OV Consulting	Sub-Contractor			5%
13	Ridgeview Data Collection	Sub-Contractor			5%
14	RS&H	Sub-Contractor			5%
15	San Engineering	Sub-Contractor			5%
16	SurvWest	Sub-Contractor			5%
17	Y2K	Sub-Contractor			5%
18	Yeh and Associates	Sub-Contractor			5%
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EXHIBIT B

Prime Consultant:	Peak Consulting Group, Inc.
DEN Contract Number:	202473952
DEN Contract Name:	Pena Boulevard Design Services and NEPA
Project Name:	Pena Boulevard Design Services and NEPA
Project Number:	PLANE 202473952-00
MWBE / SBE / DBE Contractual Goal:	32%
Effective Date of Form submission:	1/6/2025

_____ Date
Contract Designee Signature

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Position	Fully Burdened Rate to City	Overtime Rate to City
1	Peak Consulting Group	Prime	Principal Project Manager	\$ 300.00	\$ 300.00
2	Peak Consulting Group	Prime	Project Manager Functional III	\$ 230.00	\$ 230.00
3	HDR	Sub-Contractor	Engineer/Architect Specialist	\$ 420.00	\$ 420.00
4	HDR	Sub-Contractor	Engineer/Architect Supervisor	\$ 323.40	\$ 323.40
5	HDR	Sub-Contractor	Engineer IX	\$ 315.00	\$ 315.00
6	HDR	Sub-Contractor	Scientist 5	\$ 267.75	\$ 267.75
7	HDR	Sub-Contractor	Principal Project Manager	\$ 231.00	\$ 231.00
8	HDR	Sub-Contractor	Administrative Support Assistant I	\$ 151.20	\$ 151.20
9	RS&H	Sub-Contractor	Scientist 3	\$ 141.75	\$ 141.75
10	Conzor Engineers	Sub-Contractor	Project Manager Functional IV	\$ 253.35	\$ 253.35
11	CIG	Sub-Contractor	Principal Project Manager	\$ 210.00	\$ 210.00
12	CIG	Sub-Contractor	Administrative Support Assistant I	\$ 141.75	\$ 141.75
13	CIG	Sub-Contractor	Administrative Support Assistant I	\$ 133.35	\$ 133.35
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EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: 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 per location 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 \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement
6. Technology Errors and Omissions
- Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. 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.

8. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if 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.

EXHIBIT D, Contract No. 202473952-00

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: May 21, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, May 17, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020
Superseded General Decision No. CO20230020
Modification No. 2
Publication Date: 5/17/2024
(9 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240020 05/17/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour (or
	the applicable wage rate
	listed on this wage

| determination, if it is
| higher) for all hours
| spent performing on the
| contract in 2024.

| If the contract was awarded on | Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
| all | covered workers at least
| extended on or after January | \$18.29 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	05/17/2024

ASBE0028-002 01/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	16.47

CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

ELEC0068-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 43.20	18.38

ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

 IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 55.25	3.65

 IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 55.25	3.65

PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC		

Pipe and Unit Installation;
 Excludes HVAC Duct
 Installation).....\$ 41.50 21.90

* SFCO0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.44	26.98

SHEE0009-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 38.47	20.83

* SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 18.29 **	5.22

LABORER: Mason Tender - Brick...	\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.29 **	0.00
LABORER: Pipelayer.....	\$ 18.29 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.29 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.29	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Administrator Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2024**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$55.25	\$3.65
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.

EXHIBIT E:
Contract No. 202473952-00

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description: Peña Boulevard Design Services and NEPA (RFQ No. 202473952) – Professional services to complete design and NEPA tasks at Denver International Airport (DEN) for potential improvements to Peña Boulevard between I-70 and E-470. This design involves multi-modal solutions to the Peña Boulevard corridor through managed lanes, adjacent multiuse trail facilities, incentivizing high-occupancy vehicles and public transit.	Contract NTE	\$	\$7,500,000 for NEPA/30% Design
	DBE Contract	Goal %	18 %

SECTION 1. CONSULTANT INFORMATION

Prime Consultant: Peak Consulting Group, LLC		Consultant is an ESB	<input checked="" type="checkbox"/>
Compliance Contact Name: Colleen Kirby Roberts		Consultant is a DBE	<input checked="" type="checkbox"/>
Email: colleen.roberts@peakconsultingco.com	Address: 200 Union Blvd, Suite 210 Lakewood CO 80228	Phone: 303-218-0746	
B2GNow Vendor #: 20588503			

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

- * The consultant is committing to 2 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
- * The consultant is committing to approximately \$2,400,000 of DBE participation based on NTE \$.
- * The consultant is committing to approximately 32 % DBE goal based on the NTE \$.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)	Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for Project/Program Specific RFP/SOLs Approximate % of Participation	
Peak Consulting Group	<input type="checkbox"/> Vendor	Project Manager, Environmental	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16%
CIG	<input checked="" type="checkbox"/> Vendor	Community Engagement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2%
Dope Mom Life	<input checked="" type="checkbox"/> Vendor	Video Production	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1%
Livable Cities	<input type="checkbox"/> Vendor	Planning/Landscape Architecture	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
Maxx Impact Group	<input checked="" type="checkbox"/> Vendor	Equity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
OV Consulting	<input checked="" type="checkbox"/> Vendor	Stakeholder Involvement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2%
Ridgeview Data Collection	<input checked="" type="checkbox"/> Vendor	Traffic Counts	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
San Engineering	<input checked="" type="checkbox"/> Vendor	Civil Engineering	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2%
SurvWest	<input type="checkbox"/> Vendor	Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2%
Y2K	<input type="checkbox"/> Vendor	Safety	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
Yeh and Associates	<input type="checkbox"/> Vendor	Geotechnical	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3%
If more DBE subs/suppliers vendors, add additional sheet				

Colorado Department of Transportation AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:
 * The consultant is committing to 1 # of ESB firm(s) not teamed with in the past 2 years
 (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
 * The consultant is committing to approximately \$1,725,000 of ESB participation on this RFP/SOI.
 * The consultant is committing to approximately 23 % ESB goal based on the NTE \$.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level	Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for <i>Project/Program Specific</i> RFP/SOIs Approximate % of Participation
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Peak Consulting Group	<input type="checkbox"/> Vendor	Project Manager, Environmental	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	16%
Clanton & Associates	<input type="checkbox"/> Vendor	Lighting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
Maxx Impact Group	<input checked="" type="checkbox"/> Vendor	Equity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
OV Consulting	<input checked="" type="checkbox"/> Vendor	Stakeholder Involvement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2%
San Engineering	<input checked="" type="checkbox"/> Vendor	Civil Engineering	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2%
Y2K	<input type="checkbox"/> Vendor	Safety	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1%
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Vendor		<input type="checkbox"/> Yes <input type="checkbox"/> No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Colleen Kirby Roberts, Managing Member of Peak Consulting Group
 (Owner or Executive Officer Name AND Title) (Consultant Company Name)



September 16, 2024

(Tracked Signature Accepted)

(Date)

Attached with proposal (RFP) and small business plan (for scoring)

Jul-22

Exhibit F: Contract No. 202473952-00

02

EQUITY, DIVERSITY,
AND INCLUSION PLAN
(EDI PLAN)



Equity, Diversity, and Inclusion Plan (EDI Plan)

This project is a pivotal opportunity to grow Peak as a DBE firm and grow our DBE subconsultants. Peak is a highly respected DBE firm in Colorado’s transportation industry, and we are honored to uplift and provide opportunities for other historically underutilized, multicultural businesses.

Our founders, **Colleen Kirby Roberts** and **Mandy Whorton**, established Peak in 2017 after two decades in the transportation industry at large firms in Denver. Their time spent working at large companies provides a strong understanding of subconsultant management and DBE utilization from the perspective of a large firm. Now, as a DBE firm, Peak can be a voice for small businesses. We appreciate the supportive small business community in Denver and are poised to engage our teaming partners in meaningful roles throughout the life of this project.

We are committed to exceeding the stated 18% Disadvantaged Business Enterprise (DBE) Goal and achieving **32% DBE utilization** on NEPA and preliminary engineering. We appreciate the opportunity to expand our capabilities and are grateful for the opportunities DEN has already given us to grow. We are committed to providing similar growth opportunities to our teaming partners.

A. Equity, Diversity, and Inclusion Strategies

Our team’s key EDI strategies include:

- **Participation from ten DBE subconsultants** who were purposefully selected considering past or current DEN experience. We have an intentional blend of subconsultants — some have DEN experience, and others are new to DEN.

- **Engaging Maxine Harris of DBE-certified Maxx Impact Group** early in the process to determine implementable tactics that create equitable outcomes for our DBE teaming partners and this project.
- **Giving our DBE partners “a seat at the table”** by involving them from the beginning of the scoping process and meeting with them regularly throughout this project to identify ways we can leverage their existing capabilities and help them grow.
- **Leveraging Mike Washington’s and Tara Bettale’s experience in equitable community outreach**, such as inclusive engagement for multicultural businesses.
- **Evaluating planning and design solutions** that can directly benefit and uplift the surrounding community, especially historically-marginalized communities.
- **Develop and maintain an “EDI Workplan and Scorecard”** that Peak will use to measure progress with quarterly goals so we can hold ourselves and others accountable to our EDI commitments.

These are a few ideas we will utilize, and we will continue to solicit and develop additional strategies throughout the project.

B. Technical Assistance & Support Services

We will provide technical assistance and support services for our DBE firms on this contract through mentoring, workforce development, and technical assistance. Peak is supported by commitments from HDR and RS&H to strengthen our organizational experience, processes, and technical and administrative functions identified in this proposal.



Maxx Impact Group supported our team’s DBE Open House event in April 2024 and provided advice on effectively reaching and engaging with firms across the small business community.

Peak and HDR have a proven and time-tested relationship spanning back to Peak’s inception working on I-70 Floyd Hill, Front Range Passenger Rail, and Northwest Rail. Based on the success of this longstanding relationship, our team knows how to take advantage of the technical assistance and support service offered by a large firm without diluting the unique value Peak brings as a small business.

Mentoring and Workforce Development

DBE partners will benefit from Peak’s unique experience as a DBE prime. As active participants in the DEN Mentor-Protégé program and the Business Development Training Academy, Peak has cultivated strong relationships and established direct connections with leadership at DEN. Peak will assist other DBE firms in learning how to leverage the phenomenal opportunities at DEN. We will identify opportunities for our DBE subconsultants to meet with DEN and

assist them in preparing questions and ideas about upcoming opportunities and how to best position their companies for success.

Peak will work with our equity advisors to identify and execute mentorship and workforce development opportunities for DBE partners. As part of this contract, we propose quarterly calls with our DBE partners led by Colleen and our Equity Lead **Mike Washington**. Time for these calls will not be charged to the project. They will include a mentoring topic and open forum for DBE partners to ask questions, voice concerns, share lessons learned, and network.

Technical Assistance

Peak will identify technical tasks that can be performed by DBE firms with oversight from Peak or our large business partners as a way to grow capacity and uplift roles. As a DBE-led team, Peak will look to HDR and RS&H to strengthen our management practices and tools for project controls, technology, and other systems. Some of the tenets of our technical assistance are described below.

- Developing a strong relationship between our DBE partners to share connections; best practices; and business management, growth, and EDI strategies.
- Taking advantage of HDR's and RS&H's depth of resources to offer resources and support regarding project controls, file management, deliverables, and other process management technology.
- Utilizing our network and this project to raise profiles and introduce technical capabilities of our DBE subconsultants.

C. Procurement Process

Our procurement process focuses on aligning consultant expertise with client needs. As a small business, our procurement procedures are streamlined and efficient, without barriers within our contracting process. For administrative issues (e.g., finalizing a contract), Peak and HDR will work hand-in-hand with our partners to walk them through that process as quickly and efficiently as possible, so they can focus on growing their firm. To further promote equity in our procurement process, we verify that our subconsultants understand Peak and the client's contracting procedures ahead of contract execution. In addition, we will verify that our DBE partners get paid promptly for their work. Peak knows first-hand how challenging cash management can be for small businesses and the importance of prompt payment.

D. Communication and Proposer Management

We recognize that for a project of this scale with multiple teaming partners, streamlined communication and effective coordination will be critical. We will foster collaborative, open communication channels with our leadership team. Our project leadership will communicate directly and clearly with our partners, including DBE firms. Our larger firm teaming partners, who have extensive DEN experience, will align our team with DEN's practices and contract requirements.

SPECIFIC STRATEGIES FOR COMMUNICATING AND ALIGNING WORK TO CONTRACT REQUIREMENTS

- Email and verbal communication to explain contract requirements, including terms and conditions. If needed, we will hold a meeting to discuss contract requirements so our DBE firms can effectively meet DEN's requirements.
- Develop a Project Management Plan (PMP), in coordination with DEN's project manager and key staff, that defines project protocols related to communication, schedule, performance expectations, safety requirements, quality, and dispute resolution. *See page 14 for more information on the PMP.*
- The PMP will be reviewed in a chartering session with the team and signed by teaming partners.
- Dispute resolution procedures documented in the PMP will include processes to identify issues and concerns as they arise and before they become problems. If a dispute does arise, Peak will pursue measures to mitigate the issue. These include fact-finding interviews and meetings to determine the cause of the dispute; verifying and confirming with each party the presumed cause of dispute; informing DEN of issues or concerns and preparing a mitigation plan acceptable to DEN contract leadership; implementing the approved plan; and clarifying communications processes to verify that parties are aware of and buy in to approaches to dispute avoidance and mitigation.
- Peak's Principal-in-Charge, Colleen Kirby Roberts, will conduct check-ins with DEN staff on a quarterly basis to confirm that our DBE subconsultants are engaged and successfully fulfilling contract requirements. We will communicate the results of those check-ins with our team via meeting, verbal, and/or electronic communication.

E. Past Performance

Peak has a demonstrated history of following through on EDI commitments, and we continue to build on these principles. Peak’s internally-focused initiatives are discussed in the Proposer’s Culture section on page 6.

Advancing EDI in Our Communities

Peak prioritizes advancing justice and equity in the communities where we live and work. We do this through direct engagement and support including:

- Promoting and participating in a charity 5K for the I-70 Floyd Hill project that benefited Clear Creek County Advocates.
- Volunteering with the Sand Creek Regional Greenway Partnership adjacent to I-270 to pick up trash, paint railings, install mulch, and provide gravel trail maintenance.
- Volunteering at a Mobile Food Market in our I-270 project area to provide food access in a food desert for over 350 people.
- Working with the Action Center in Jefferson County to "adopt-a-family" over the holidays.
- Contributing to the Women’s Transportation Seminar (WTS) Scholarship Fund.
- Supporting employee involvement in programs and organizations that support youth development, including Chelsea’s involvement on the American Council of Engineering Companies (ACEC) Colorado Foundation Scholarship Committee and engagement with Girls Inc.

Community involvement is also important to our partners who help communities through donations, volunteering, and not-for-profit annual grants to qualified organizations that support education, healthy communities, and environmental stewardship.



Peak and CIG volunteering at a Food Market in the I-270 Project Area.



HDR supporting All Kids Bike in Denver.



HDR volunteering for Denver Urban Gardens.

For example, HDR's involvement includes engaging with Denver area students to build awareness around STEM careers, supporting All Kids Bike and Denver Urban Gardens, and hosting a session for DEN Academy in June 2022, introducing students to a variety of aviation career paths.

Promoting Historically-Underutilized Multicultural Businesses

In our seven years of operation, Peak has been active on MWBE and DBE advisory boards: one with CCD and one with CDOT. The advisory boards developed policies on utilization and payment practices of MWBE and DBE businesses, yet the boards had little to no MWBE and DBE participation. Peak provided a voice for MWBE businesses on the policies and requirements affecting our business practices and opportunities. Peak has also participated in DBE panels and events helping large businesses work effectively with DBE firms. We are engaged with numerous industry organizations advocating EDI, including Conference of Minority Transportation Officials (COMTO) and ACEC.

Our founders are also members of the WTS Executive Advisory Committee, providing opportunities for coaching and mentorship of Colorado women in our industry. Chelsea is an active participant in ACEC Colorado Foundation’s EDI Forum, contributing to furthering EDI throughout our industry and learning best practices to inform our developing company culture and policies.

We were able to introduce one of our DBE firms on our DEN On-call to another large prime, which led to them securing a role on CDOT's I-25 US 36 to 104th project, and a new relationship with CDOT and the prime firm.

Performance as a DBE Partner

DEN provided Peak an opportunity as a prime on the DEN Environmental and Sustainability Planning Services On-Call. We have had five purchase orders under this on-call, and are continuing to deliver under this contract. We committed to a minimum 30% DBE Goal and are on track to meet this commitment.

Capitalizing on the new commercially useful skills we have developed as a prime for DEN, Peak is now the prime on an RTD Planning On-Call contract for which Peak committed to a minimum of 30% DBE participation, despite there being no required DBE participation goal. We have also expanded our teaming partners, including three new DBE and SBE subconsultants and are on track to meet our goal.

Our teaming partners, HDR and RS&H, also have a demonstrated history of exceeding contractual obligations for DBE goals.

F. Proposer's Culture

Advancing EDI Within our Organizations

We aim for our workforce to reflect the rich diversity in the communities we serve, including diversity of age and experience. Peak has recently implemented a new leadership team structure that intentionally brings together diverse and generational perspectives to help propel Peak to the next level. As a small and rapidly growing company, we are working to understand how to scale our programs and policies for our current size and future growth.

Peak will learn from RS&H's established practices to recruit, develop, and nurture employees through career development plans, succession plans, and professional development programs, that were recognized in the 2023 Employer of the Year award from WTS.

Employee Recruitment: To aid in our recruitment, Peak has hired a professional recruiter who reflects our values and is highly trained in implementing processes and procedures to remove barriers and bring us a diverse talent pool. We are intentional to give people opportunities who might not get them elsewhere, and have had phenomenal

results hiring employees, who we believe show potential and an ability to do rigorous work, despite not having traditional qualifications such as a college degree. Peak also looks forward to working with Maxx Impact Group to consider additional strategies to recruit employees and build teams to enhance diverse perspectives and opportunities.

Training and Development: Peak offers robust training and development opportunities for our staff. Recent trainings have included sending our office manager to ACEC's EDI training, and inviting our staff, including support staff, to attend a training on the new Phase 2 CEQ Regulations. We empower people to stretch their own goals and capacity and support them with training and development opportunities.

Succession Planning: Peak believes it is critical for the success of our industry and for building generational wealth in our communities to invest in mentoring and developing future generations. Peak is dedicated to succession planning at every level by building a culture where staff work side-by-side, imparting their knowledge and developing work products collaboratively. We have invested in youth development through our internship program, aiming to develop the interest of students who intend to enter the transportation industry. Our interns have chosen to join Peak as full-time employees after graduation, which we consider a great honor.

Mandy and Colleen, as owners, know Peak cannot grow solely based on their individual qualifications, and they have invested in a long-term plan to build sustainable capacity by preparing and putting forward team members in leadership roles on projects.

Elevating Chelsea to the Project Manager position with Colleen as Principal-in-Charge is an example of this commitment to succession planning and is illustrative of how we consistently lift people up while simultaneously providing support to succeed.

Advancing EDI through Our Partnerships

We know firsthand that meaningful relationships and intentional opportunities provided by forward-thinking clients can be transformational for a growing business. We have an unwavering commitment to our DBE partners that they benefit as much from working with us as we have from them. We believe our community and society benefit when we uplift others, especially historically-underutilized businesses, to create win-win opportunities that bring more voices to the table. Our EDI Plan encompasses the philosophical, institutional, and executed commitments of Peak, HDR, and RS&H to collaborate with our subconsultant partners and help them flourish.

G. Future Initiatives

As a core component of Peak's identity and values, we are committed to promoting EDI as we grow. Over the next five years, we will continue to support women in transportation through the WTS Executive Advisory Committee, participating in COMPTO, MOVE Colorado, and ACEC to advance MWBE businesses, and actively recruiting individuals from underrepresented groups, including women and people of color. We plan to learn from our teaming partners' EDI initiatives and continuously adopt new practices that align with our company values and support our EDI goals. Our relationships with DEN and the firms on this team offer opportunities to create more inclusive and successful communities.

EXHIBIT K

**REQUEST FOR QUALIFICATIONS AND
CONTRACTOR'S RESPONSE TO
REQUEST FOR QUALIFICATIONS**

202473952: PEAK CONSULTING GROUP LLC

Pena Boulevard Design Services and NEPA

**Incorporated by Reference as found in File #20250010
at the Denver Office of the Clerk and Recorder**