

## AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “City”), and **AECOM TECHNICAL SERVICES, INC.**, a California corporation organized under the laws of the state of California and authorized to do business in Colorado (the “Consultant”) (collectively “Parties”).

### WITNESSETH:

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

**WHEREAS**, City desires to obtain professional consultant(s) to provide environmental site remediation services to assist in implementing the PFAS Voluntary Cleanup Program (“VCUP”) for the City, overseen by the Colorado Department of Public Health & Environment (“CDPHE”) and the investigation and remediation of closed oil and gas production sites at DEN overseen by the Colorado Energy and Carbon Management Commission (“ECMC”); and

**WHEREAS**, City has undertaken a competitive process (through RFP No. 202472370-00) to solicit and receive proposals for such services, and has selected the proposal submitted by the Consultant; and

**WHEREAS**, Consultant’s proposal was selected for award of the Environmental Site Remediation contract; and,

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

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

### PART I LINE OF AUTHORITY

**1.01** The Chief Executive Officer of the Department of Aviation (the “CEO”), their designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Department of Aviation’s Senior Vice President for Sustainability (the “SVP”). The SVP will designate a Project Manager to coordinate Services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager’s directions.

## PART II DUTIES AND RESPONSIBILITIES OF CONSULTANT

### 2.01 SCOPE OF SERVICES.

A. Scope of Work. Consultant will provide professional services and provide deliverables for the City as designated by the SVP or their designated Project Manager, from time to time and as described in the attached *Exhibit A* (“Scope of Work”) in accordance with schedules and budgets set by City.

B. Task Orders. The Project Manager shall issue particular projects under this agreement (“Task Orders”). The terms of each Task Order will include but are not limited to schedule, staffing, and pricing, including subconsultant work if applicable. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the SVP or their designated Project Manager, and signed by Consultant, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount. Consultant shall not be obligated to accept any Task Order unless mutually agreeable to City and Consultant.

C. Time. Consultant acknowledges that time is a material element in its performance of all work and obligations under this Agreement. Consultant shall perform all work under this Agreement in a timely and diligent manner.

### 2.02 PROFESSIONAL RESPONSIBILITY.

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

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

### 2.03 REMEDIES.

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

1. Fully coordinated and integrated with related work being performed by the Consultant’s subconsultants, the City and the City's consultants, and all of

2. their respective suppliers and subconsultants of any tier; and  
Checked for compliance with applicable laws, ordinances, codes, rules, regulations and current industry standards applicable to the Work. Codes and laws are often subject to differing interpretations. Consultant will use due diligence to ascertain interpretations which will be acceptable to the City and relevant regulatory authorities.

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

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

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

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

#### **2.04 KEY PERSONNEL ASSIGNMENTS.**

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

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

B. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed; provided, however, Consultant shall be permitted to replace key personnel who are unavailable or unable to perform the Services due to death, illness, or health condition, or because such key personnel have resigned or been discharged or terminated from, or otherwise have left the employment of, Consultant.

C. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, the Project Manager shall notify Consultant, and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Consultant that certain of its key personnel will not be retained on this project, Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager. Failure to obtain the requisite approval shall be grounds for termination for cause in accordance Section 3.02.

## **2.05 SUBCONSULTANTS.**

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

B. Any final agreement or contract with an approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make any claim of payment against City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement or the subcontract.

C. Because Consultant's represented qualifications are consideration to City in entering into this Agreement, the SVP or their designated Project Manager shall have the right to reject any proposed outside subconsultant for this work deemed by the SVP or their designated Project Manager, in the SVP or their designated Project Manager's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVP or their designated Project Manager shall have the right to limit the number of outside subconsultants or to limit the percentage of work to be performed by them, all in the SVP or their designated Project



Manager's sole and absolute discretion.

D. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subconsultants in a timely fashion. A payment is timely if it is mailed to the subconsultant no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

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

## **2.06 OWNERSHIP AND DELIVERABLES.**

A. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by the Consultant or any custom development work performed by the Consultant on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Consultant and the City. Consultant also agrees to allow the City to review any of the procedures the Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the Scope of Work, for up to three years after termination of this Agreement. Upon written request from the City, the Consultant shall deliver any information requested pursuant to this Section 2.06 within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist.

## **PART III TERM AND TERMINATION**

### **3.01 TERM.**

A. The Term of this Agreement shall commence on the Effective Date and shall terminate at the end of five (5) years from the Effective Date, unless sooner terminated in accordance with the terms stated herein ("Expiration Date").

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the SVP or their designated Project Manager, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after

the Expiration Date without such express approval from the SVP or their designated Project Manager.

### **3.02 SUSPENSION AND TERMINATION.**

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

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

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

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

D. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 3.02.C.2., Consultant shall have twenty-four (24) hours to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 3.02.C.1.

E. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Consultant the reasonable cost of only those services performed to the satisfaction of the SVP or their designated Project Manager prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 3.02.F. below.

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

and 3.02.F., exceed the Maximum Contract Amount.

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

H. Consultant Termination. Consultant shall be permitted to terminate this Agreement if City commits a material breach of the Agreement, including failure to make payment to Consultant in accordance with this Agreement, and City does not cure such breach within fourteen (14) days of receipt of written notice from Consultant.

## PART IV COMPENSATION AND PAYMENT

### 4.01 MAXIMUM CONTRACT LIABILITY.

A. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00)** ("Maximum Contract Liability"). Consultant will be performing the services under each Task Order on an hourly rate basis or a lump sum basis up to the Maximum Contract Amount.

B. The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Consultant acknowledges and understands City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

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

### 4.02 PAYMENT SCHEDULE.

A. Subject to the Maximum Contract Amount set forth in Section 4.01 of this Agreement, Consultant's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant will invoice the City on a monthly basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver

Revised Municipal Code (“D.R.M.C.”) § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Consultant understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City’s Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Consultant receives prior written approval of the Project Manager and be related to and in furtherance of the purposes of the Consultant’s engagement.

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

#### **4.03 INVOICES.**

A. Payments shall be based upon monthly progress invoices and receipts submitted by Consultant, audited and approved by City, in accordance with *Exhibit C*, and this Section 4.03. Each Invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of this Agreement as follows:

1. An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.
2. A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by City, at City’s request.
3. The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.
4. Consultant shall submit itemized business expense logs or copies of receipts for all reasonable allowable reimbursable expenses, where billing is based upon such items.
5. The signature of an officer of Consultant, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.
6. Submit each Invoice via email to [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com).
7. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment

Ordinance.

8. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, are reasonable, and Consultant receives prior written approval of the Project Manager.

B. City reserves the right to reject and not pay any invoice or part thereof where the CEO determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

#### **4.04 CARRY OVER AND CARRY BACK.**

A. If Consultant's total fees for any of the services described above are less than the amount budgeted for, the amount by which the budget exceeds the fee may be used, with the written approval of the SVP or their designated Project Manager, to pay fees for additional and related services rendered by Consultant in any other services if in the SVP or their designated Project Manager's judgment, such fees are reasonable and appropriate and provides written approval of the expenditure.

#### **4.05 FEE**

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

### **PART V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION**

#### **5.01 INSURANCE.**

A. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's Insurance Requirements which is attached to this Agreement as *Exhibit D* and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Consultant shall submit to City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

In addition to the completed and executed certificate, Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

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

D. Unless specifically excepted in writing by City's Risk Management Administrator, Consultant shall include all subconsultants performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subconsultant, or each subconsultant shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subconsultant complies with all of the coverage requirements. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

E. City in no way warrants and/or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, or employees. Consultant shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Consultant is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

## **5.02 DEFENSE AND INDEMNIFICATION.**

A. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that

are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subconsultants, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City for any acts or omissions of Consultant or its subconsultants either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

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

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

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

### **5.03 DISPUTE RESOLUTION.**

A. Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The Parties agree that the determination resulting from said administrative hearing shall be final, subject only to Parties' right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## **PART VI GENERAL TERMS AND CONDITIONS**

### **6.01 STATUS OF CONSULTANT.**

A. It is agreed and understood by and between the Parties hereto that the status of

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

## **6.02 ASSIGNMENT.**

A. Consultant shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Project Manager. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Project Manager, automatically terminate this Agreement and all rights of Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Project Manager.

## **6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS.**

A. All of the work performed under this Agreement by Consultant and subconsultants shall comply with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver, including all Environmental Requirements.

## **6.04 COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS.**

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

B. Consultant further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Section 5.02, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

## **6.05 NOTICES.**

A. Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar



importance shall be made as follows:

by Consultant to:

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

And by City to:

Raymond Miskines  
AECOM Technical Services, Inc.  
300 South Grand Ave, 9<sup>th</sup> Floor  
Los Angeles, CA 90071  
Raymond.Miskines@aecom.com

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

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

## **6.06 RIGHTS AND REMEDIES NOT WAIVED.**

A. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenant or default which may then exist on the part of Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions

of this Agreement shall be deemed or taken to be a waiver of any other breach.

**6.07 NO THIRD PARTY BENEFICIARIES.**

A. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Consultant that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**6.08 FORCE MAJEURE.**

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

**6.09 COOPERATION WITH OTHER CONSULTANTS.**

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

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

**6.10 INUREMENT.**

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

**6.11 NO AUTHORITY TO BIND CITY TO CONTRACTS.**

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

## **6.12 INFORMATION FURNISHED BY THE CITY.**

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

## **6.13 SEVERABILITY.**

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

## **6.14 TAXES AND COSTS.**

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

## **6.15 ENVIRONMENTAL REQUIREMENTS.**

A. Consultant, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes; Clean Water Act legislation; water and air quality regulations; Centralized Waste Treatment Regulations; and DEN Rules and Regulations, including applicable Environmental Guidelines developed for DEN's Environmental Management System ("EMS"), as summarized in DEN Rules and Regulations Part 180. Documentation of any required training by the DEN EMS may be requested by the City.

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

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

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

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

#### **6.16 NON-EXCLUSIVE RIGHTS.**

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

#### **6.17 PAYMENT AND PERFORMANCE BONDS:**

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

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

### **PART VII STANDARD CITY PROVISIONS**

#### **7.01 DIVERSITY AND INCLUSIVENESS.**

A. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

B. The Consultant is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and

selecting any subconsultants or suppliers.

## **7.02 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS.**

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Consultant’s commitment (goal) for MWBE participation for this Agreement is 12% as stipulated in the DSBO MWBE Commitment Form submitted by the Consultant.

B. Under § 28-68, D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Consultant acknowledges that:

1. If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan, attached as *Exhibit E*, in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Agreement, the Consultant shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original overall contract requirement. The Consultant shall satisfy the requirement with respect to such changed scope of work

by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subconsultant's invoice.
6. Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
7. Should any questions arise regarding specific circumstances, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

### **7.03 NO DISCRIMINATION IN EMPLOYMENT.**

A. In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

### **7.04 PREVAILING WAGE.**

A. To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Consultant shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered. Date of bid or proposal issuance was advertised: **February 6, 2024.**

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

services under the Agreement.

3. Consultant shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
4. Consultant shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org).
5. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.

#### **7.05 ADVERTISING AND PUBLIC DISCLOSURES.**

A. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The SVP or their designated Project Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

#### **7.06 COLORADO OPEN RECORDS ACT.**

A. Consultant acknowledges that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 *et seq.*, and Consultant agrees that it will fully cooperate with City in the event of a request or legal process arising under such act for the disclosure of any materials or information which Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by Consultant to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Consultant agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City.

B. In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant

may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant's objection to disclosure, including prompt reimbursement to City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

#### **7.07 EXAMINATION OF RECORDS AND AUDITS.**

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

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



## **7.08 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.**

A. Consultant shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in City's barring Consultant from City facilities or participating in City operations.

## **7.09 CITY SMOKING POLICY.**

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

## **7.10 CONFLICT OF INTEREST.**

A. Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of City. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict.

B. Consultant represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Consultant or which might give Consultant an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Consultant agrees it will comply with that mitigation plan.

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

D. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In

the event that Consultant fails to disclose in writing actual or potential conflicts, the SVP or their designated Project Manager, in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

#### **7.11 GOVERNING LAW; BOND ORDINANCES; VENUE.**

A. This Agreement is made under and shall be governed by the current and future laws of the State of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

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

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

#### **7.12 COMPLIANCE WITH DENVER WAGE LAWS.**

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

### **PART VIII STANDARD FEDERAL PROVISIONS**

#### **8.01 SENSITIVE SECURITY INFORMATION.**

A. Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security Information ("SSI"), as material is described in federal regulations, 49 C.F.R. part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office.

## **8.02 DEN SECURITY.**

A. Consultant, its officers, authorized officials, employees, agents, subconsultants, and those under its control, will comply with safety, operational, or security measures required of Consultant or City by the FAA or Transportation Security Administration (“TSA”). If Consultant, its officers, authorized officials, employees, agents, subconsultants or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Consultant covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Consultant within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

## **8.03 FEDERAL RIGHTS.**

A. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

## **8.04 GENERAL CIVIL RIGHTS PROVISION.**

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

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

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

**9.01 ATTACHMENTS.**

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

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

**9.02 ORDER OF PRECEDENCE.**

A. In the event of an irreconcilable conflict between a provision of Sections 1 through 10 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Sections 1 through 10
Exhibit A
Exhibit D
Exhibit C
Exhibit E
Exhibit B

**PART X  
CITY EXECUTION OF AGREEMENT**

**10.01 CITY EXECUTION.**

A. This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. The date reflected on the City’s signature page shall be the “Effective Date” of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either party in the manner specified by City.

## **10.02 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.**

A. Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202472370-00  
**Contractor Name:** AECOM TECHNICAL SERVICES, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202472370-00  
AECOM TECHNICAL SERVICES, INC.

By: DocuSigned by:  
*Vasanta Kalluri*  
8782412ACD824DB...

Name: Vasanta Kalluri  
(please print)

Title: Vice President - Environment  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Appendix No. 1**

### **Standard Federal Provisions – (Non-AIP Funded)**



## GENERAL CIVIL RIGHTS PROVISIONS

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

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

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any

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

## EXHIBIT A – Statement of Work

## Environmental Site Remediation SOW

**Scope of Services:**

The City and County of Denver Department of Aviation (Aviation) is undergoing a program to characterize, and if required, remediate environmental media that have potentially been impacted by historic pollutant releases. Aviation is seeking contractor(s) to provide environmental site remediation services to assist in implementing this program. Aviation intends to engage in separate contracts for environmental restoration program management and site characterization. While work under this contract will be directed and overseen by the Aviation Program Manager, day-to-day work will be directed and overseen by the Environmental Restoration Program Management contractor on Aviation's behalf. The program will include at a minimum, implementation of the PFAS Voluntary Cleanup Program (VCUP) for Denver International Airport (DEN) overseen by the Colorado Department of Public Health & Environment (CDPHE) and the investigation and remediation of closed oil and gas production sites at DEN overseen by the Colorado Energy and Carbon Management Commission (ECMC). Other projects may be added to this program as needed. Work will be authorized on a Task Order basis under this contract.

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

Examples of Expected Tasks

- Planning and executing site remediation projects under DEN's PFAS VCUP. These projects may include:
  - Remediation of Recognized Environmental Conditions (RECs) for PFAS if remediation is found to be necessary. As shown in Exhibit D.
  - Remediation of PFAS RECs to applicable standards if remediation is found to be necessary. Work may include REC-specific development and implementation of remediation plans with confirmation sampling where necessary. Remediation could include long-term implementation of remedial solutions and/or monitoring of

## EXHIBIT A – Statement of Work

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

- If found to be necessary, sitewide groundwater remediation, focused on prevention of offsite migration of groundwater containing PFAS on the DEN property shown in Exhibit D.
- Planning and executing remediation of closed oil and gas production sites. These projects may include remediation of approximately 10 sites identified as being impacted by oil and gas production activities. Remediation work could include surface and subsurface remediation of soil and water.
- Confirmation sampling.
- Preparation of Work Plans detailing remedial work to be performed.
- Preparation of periodic and final remediation reports detailing the remedial work performed, results of confirmation sampling, and justifications of closed requests.
- Preparation of other reports, as needed.
- Regular communication with DEN's Program Management contractor. Contractor may work with the Program Management contractor to plan and execute the work described above and may submit to them all work plans, sampling results, and other reports.
- Regular communication with regulatory agencies with regards to environmental investigation and remediation projects.
- Other tasks as needed.



# 5

## Key Personnel and Ability to Respond





# 5 Key Personnel and Ability to Respond

The AECOM remediation team is effectively lean and will be able to respond quickly and efficiently to DEN’s needs. Our communication channels will be streamlined, with direct lines of communication established between Project Manager, technical specialists, and subconsultants. All of our key personnel will be empowered to lead effectively in their areas of responsibility.

These locally based team members have environmental remediation knowledge spanning a broad range of disciplines. They will have the backing of more than 4,500 nationwide AECOM environmental practitioners, connected through AECOM’s problem-solving TPN. This network is a virtual community of dedicated professionals, working together to drive continuous improvement of our technical capabilities in key practice areas and developing innovative solutions for our clients via

an extensive library of technical resources, company-wide technical webinars, and participation at industry-leading seminars and technical vendor presentations. Each group within the TPN, including our PFAS TPG, maintains a globally accessible, collaborative website with technical documents/regulatory alerts, health and safety best practices, and a forum for questions and discussions. Our local staff will reach out to this network and draw from their experience to deliver quality solutions and timely services to DEN as needed.

Exhibit 5-1 shows the local AECOM and subconsultant locations and total numbers of personnel, and Exhibit 5-2 shows our supporting office locations outside Colorado. Exhibit 5-3 shows our Organization Chart.

## Exhibit 5-1. Local AECOM Team Members

Firm	Address Where Work Will be Performed	Local Staff	Local Professional Staff	Local Support Staff
AECOM	7595 E. Technology Way, Ste 200 Denver, Colorado 80237	565	470	95
	1601 Prospect Park Way Fort Collins, Colorado 80525	29	23	6
	2315 Briargate Parkway Colorado Springs, Colorado 80920	44	31	13
Zann, Inc.	7752 E. 4th Avenue, #1C Denver, CO 80230	6	6	0
Alpine Remediation	14252 W. 44th Avenue, Unit G Golden, CO 80403	8	5	3
Clean Harbors	4721 Ironton Street #B Denver, CO 80239	29	12	17
CompassData, Inc.	391 Inverness Parkway, Ste 300 Englewood, CO 80112	40	35	5
Diversified Underground, Inc.	2300 Cavanaugh Road Watkins, CO 80137	36	26	10
Eagle Synergistics	751 Pine Ridge Road, #100 Golden, CO 80403	14	12	2
Elite Drilling Services	3978 Ulster Street Denver, CO 80207	7	4	3
Eugene Lynne	2440 S. Chase Lane Lakewood, CO 80227	6	4	2
Eurofins Environment Testing	4955 Yarrow Street Arvada, CO 80002	110	95	15

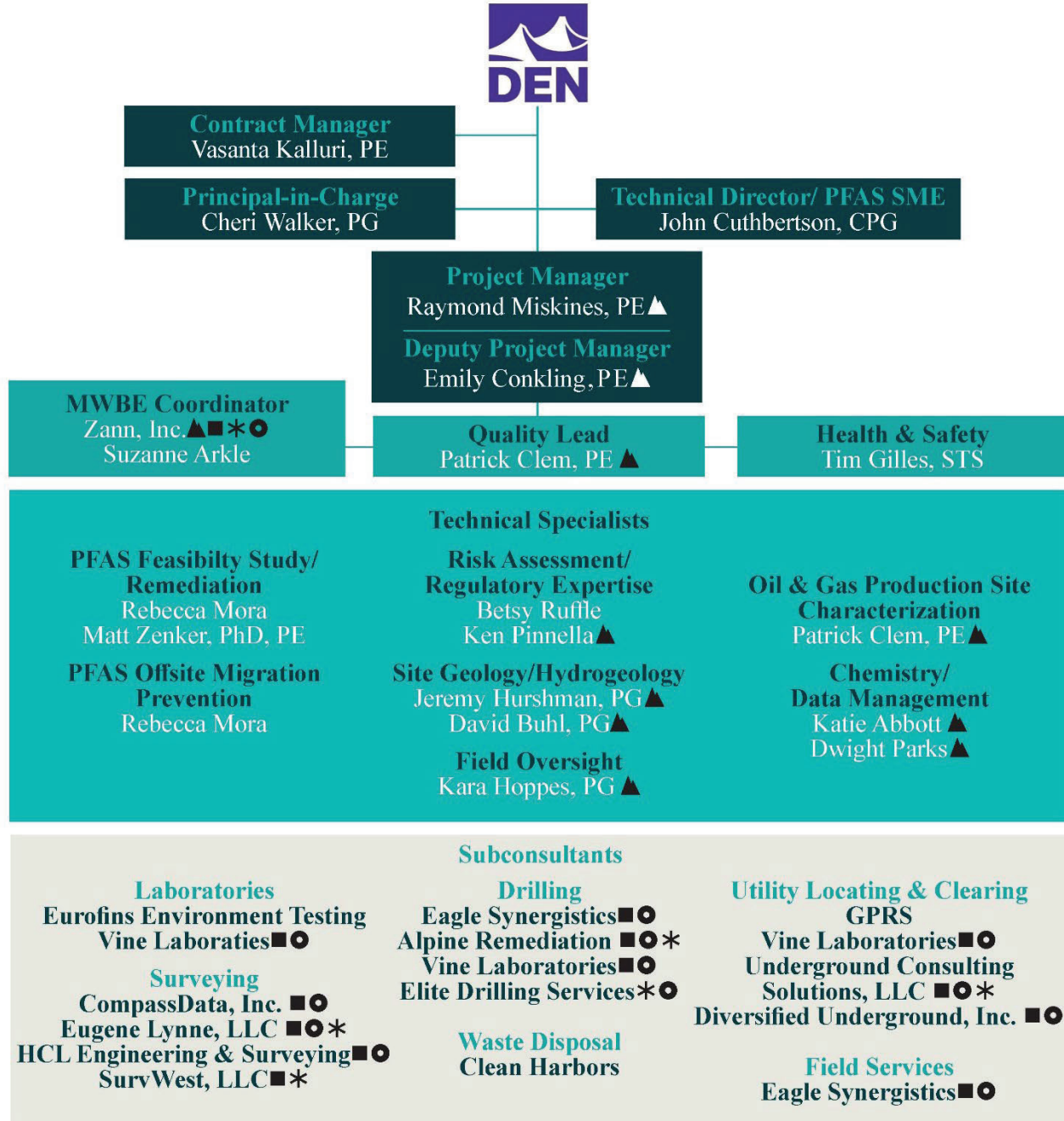


<b>Firm</b>	<b>Address Where Work Will be Performed</b>	<b>Local Staff</b>	<b>Local Professional Staff</b>	<b>Local Support Staff</b>
Ground Penetrating Radar Systems, LLC	1901 Indian Wood Circle Maumee, OH 43537 *Colorado-based staff work remote	14	14	0
HCL Engineering & Surveying	5975 S. Quebec Street Centennial, CO 80111	49	14	35
SurvWest, LLC	6501 E. Belleview Avenue, Ste 300 Denver, CO 80111	38	15	23
Underground Consulting Solutions, LLC	5778 Kelly Avenue Littleton, CO 80125	26	3	23
Vine Laboratories, Inc.	6455 E. 56th Avenue Commerce City, CO 80022	60	7	53

**Exhibit 5-2. AECOM Offices with Key Personnel Outside Colorado**

<b>Firm</b>	<b>Address Where Work Will be Performed</b>	<b>Total # Local Staff</b>	<b>Number of Local Professional Staff</b>	<b># Local Support Staff</b>
AECOM	13355 Noel Road, #400 Dallas, TX 75240	240	176	61
AECOM	3950 Sparks Drive, SE Grand Rapids, MI 49546	161	137	24
AECOM	250 Apollo Drive Chelmsford, MA 01824	395	324	71
AECOM	1111 Third Avenue, #1600 Seattle, WA 98101	211	158	53
AECOM	12420 Milestone Center Drive, #150 Germantown, MD 20876	257	192	65
AECOM	5438 Wade Park Blvd Raleigh, NC 27607	302	230	72

# Organizational Chart



**Our team members have access to, and are supported by, thousands of Aviation Professionals at AECOM, some of who currently work with DEN, including Mr. Jeff Warkoski, Vice President of AECOM's Global Aviation Business Line.**

▲Colorado Based Team Members ■Certified Minority/Women Business Enterprise (MWBE)  
 \*Certified Emerging Business Enterprise (EBE) ●Certified Small Business Enterprise (SBE)

## Our Key Program Team Members



**Vasanta Kalluri, PE  
Contract Manager.**

Vasanta is a  
**Colorado-based**

program manager and environmental engineer with almost 25 years of experience in project management and remediation design and implementation. She is AECOM’s PFAS lead in Colorado. She manages the current City and County of Denver’s Environmental On-Call MSA. Vasanta managed the final phase of the 20-year Stapleton International Airport Demolition project for the Department of Aviation (DOA) and brought it to completion.

**Role:** Vasanta will use her experience with the City and County of Denver and the DOA to support the project team and be an alternate point of contact for DEN. She also will advise the team on applicable PFAS regulations in Colorado.



**Patrick Clem, PE,  
Quality Lead and  
O&G Technical  
Specialist.** Patrick is

Quality Manager at our **Fort Collins** office. He provides QMS training and support for consistent delivery of world-class solutions to our clients. He is a licensed Colorado engineer, experienced with site remediation at industrial sites, including former O&G sites.

**Role:** Patrick will provide Quality Review support and be the O&G Specialist for DEN to develop

innovative site strategies for DEN’s O&G sites.



**Cheri Walker, PG,  
Principal-In-Charge.**

Cheri works from AECOM headquarters

in Dallas. She is an Associate Vice President (AVP) and Department Manager for the Remediation Department, overseeing staff across the Rocky Mountain and Gulf regions.

**Role:** Cheri will be an alternate point-of-contact for DEN. She will support the core team with internal decision-making and resource commitment, and will be available to executives, board members, and staff to ascertain AECOM’s delivery of the program per DEN’s expectations. Cheri will maintain close communications with our Project Manager Raymond on project progress and any issues to provide timely resolutions.



**Suzanne Arkle,  
MWBE Coordinator.**

Suzanne Arkle is President and CEO of

Zann, a **Denver-based** management consulting firm that advises clients on business diversity and inclusion strategies.

**Role:** Suzanne will lead MWBE compliance monitoring and tracking, and will spearhead our outreach with local MWBE firms.



**John Cuthbertson,  
CPG, Technical  
Director and PFAS  
Subject Matter**

**Expert.** John is a Certified Professional Geologist in our Grand Rapids, Michigan office, where he is an AVP and serves as the North America Aviation, O&G, and Industrial PFAS Practice Lead. He has 33 years of environmental consulting experience. His primary focus for the past 8 years has been PFAS, developing internal PFAS programs, policies, and strategies, directing national PFAS programs, and addressing risk management issues. John has been the PFAS SME on dozens of projects involving PFAS constituents, successfully negotiating with regulatory agencies in multiple states and applying his depth of experience to the unique challenges associated with PFAS analytical testing and methodologies, environmental fate and transport, assessment and investigation, and remedial technologies.

**Role:** John will direct the technical aspects of PFAS site remediation for the program.



**Raymond Miskines,  
PE, Project  
Manager.** Raymond

is a Colorado-registered PE, based in our **Denver** office. He has 25 years of project management experience in large-scale site investigation and remedial engineering and design projects. His prior PFAS experience includes authoring a



work plan for PFAS investigation at a sediment/surface water facility at Peterson AFB. His aviation experience includes work as an engineer and consultant to United Airlines at Stapleton Airport.

**Role:** Raymond will be the main point of contact for DEN. He will be responsible for delivering the scope of work on time and within budget, and for project safety and quality. He will attend milestone meetings with DEN, lead the project kick-off, implement timely invoicing/progress reporting, and complete project close-outs.



**Emily Conkling, PE, Deputy Project Manager.** Emily is a project manager and

engineer based in our Fort Collins office. Her areas of expertise encompass groundwater and soil investigations, hazardous waste management, spill response, and site inspections. She currently serves as Project Manager to the City and County of Denver On-Call Environmental ARFF Vehicle Cleaning task order.

**Role:** Emily will support the Project Manager as well as oversee field investigations.



**Kara Hoppes, PG, Field Oversight Geologist.** Kara is a Ft. Collins-based

geologist with 4 years of experience in the environmental remediation industry. She has worked on projects involving PFAS for 3 years, doing sampling for PFAS in various matrices, including soil and groundwater,

developing PFAS CSMs, and estimating probability of PFAS contamination on a statewide basis through use of public data.

**Role:** Kara will lead the field sampling team, coordinate and oversee field events, provide subconsultant oversight, guide field delineation efforts, and manage field documents.



Rebecca

**Rebecca Mora and Matt Zenker, PhD, PE, PFAS Remediation**



Matt

**Technical Specialists.** Rebecca is a senior remediation engineer and PFAS

SME with 24 years of experience, specializing in design and implementation of innovative technologies, particularly for groundwater sites contaminated with chlorinated solvents and/or emerging contaminants. She also specializes in the use of molecular diagnostic tools, such as microbial and isotopic analyses. In addition to project work, Rebecca is a member of the ITRC, Environmental Molecular Diagnostics Team, and PFAS Team. Her experience includes evaluation of remedial alternatives for a refinery site in Michigan and development of a groundwater fate and transport model used to implement an in-situ bioremediation strategy at a Florida manufactured gas plant.

Matt has 29 years of research and professional experience in soil and groundwater remediation. He is an expert in natural attenuation

analysis and remedial design for soil and groundwater impacted with PFAS. Matt currently is leading a feasibility study (FS) for the former Reese AFB, involving preparation of a CERCLA FS that will evaluate multiple remedial approaches for soil, groundwater, surface water and sediment.

**Roles:** Rebecca and Matt will employ their leadership, experience, innovative thoughts, ideas, and solutions to effectively manage the remediation process at DEN.



Betsy

**Betsy Ruffle and Ken Pinnella, Risk Assessment and Regulatory Experts.**



Ken

Betsy is based in AECOM's Chelmsford, Massachusetts office and is a senior

scientist with 30 years of experience in risk-based analysis and site closure strategies. She has performed multi-media risk evaluations of PFAS at industrial and military sites, including developing sound conceptual site models of PFAS movement in the environment. She has designed and implemented statistically based sampling plans for cost-effective site characterization and remediation.

Ken is a Fort Collins-based toxicologist and risk assessor with 23 years of experience, including PFAS risk assessments for USACE.

**Roles:** Betsy and Ken will provide risk assessment and regulatory guidance to the team.



Jason

**Jason Palmer and Dorin Bogdan, PhD, Surface Water/Stormwater Characterization Specialists.** Jason, based in [Seattle](#), has 26 years of experience in environmental remediation, specializing in project management and field oversight for sediment site investigations and remedial actions. His experience includes delineation of PFAS impacts on sediment and surface water in a stormwater drainage basin adjacent to an active refinery.



Dorin

Dorin, based in [Grand Rapids](#), is an environmental engineer with over 15 years of experience in soil, sediments, groundwater remediation, and innovative technologies. He has been PFAS Technical Practice Group Leader and has authored many PFAS-related technical papers and presentations for national conferences. As a PFAS SME he has applied his experience to the unique challenges associated with PFAS analytical testing and methodologies, environmental fate and transport, site characterization, bioaccumulation in the food webs, regulatory negotiation, and remedial technologies.

**Roles:** Jason and Dorin will

provide PFAS surface water and stormwater characterization guidance to investigate PFAS in surface water and relative potential contributions of PFAS in stormwater runoff and groundwater.



Jeremy

**Jeremy Hurshman, PG, and David Buhl, PG, Site Geology/Hydrogeology.** Jeremy is based in [Fort Collins](#) and is a registered Colorado PG with 16 years of experience. His expertise is in groundwater monitoring, monitoring well installation using direct-push geoprobe, hollow-stem auger, air-rotary, and sonic drilling techniques in a variety of conditions, well abandonment, well development, soil vapor monitoring point installation and monitoring, soil sampling, excavation and test pit oversight and sampling, infiltration testing, and slug and aquifer testing. He has performed injection work oversight and excavation oversight at various project sites in Colorado and other states.



David

David is based in [Fort Collins CO](#) and is a geologist with 12 years of experience in groundwater and soil subsurface investigation, site characterization, monitoring, and

remediation investigations gained through his work at oil field sites, mining facilities, U.S. Air National Guard bases, and through Army Corps of Engineers work.

**Roles:** Jeremy and David will use their knowledge of Colorado subsurface conditions to lead the site remediation strategy in collaboration with our PFAS site remediation SMEs John Cuthbertson, Rebecca Mora, and Matt Zenker. Jeremy and David also will oversee work plan preparations before field sampling events.



Dwight

**Katie Abbott and Dwight Parks, Chemistry/Data Management Specialists.** Katie and Dwight are based in [Denver](#). Katie is a chemist and experienced analytical data manager for large federal PFAS remediation sites. Similarly, Dwight is an experienced remediation data manager for many of AECOM's federal clients.



Katie

**Roles:** Katie and Dwight will be responsible for laboratory coordination, data validation, and management of electronic data obtained as part of site remediation sampling.

## Our Core Teaming Partners



**Zann** is a management consulting firm that specializes in business diversity and inclusion strategies. As a teaming partner with AECOM, Zann will provide

MWBE coordination services including compliance and tracking services, as well as MWBE outreach programs.



**Alpine Remediation** is experienced in conducting vapor, soil, and water sampling. Their state-of-the-art rigs easily access variable and difficult terrains. Alpine Remediation will perform drilling activities and water well installations under this contract.



**Clean Harbors** will provide impacted soil and groundwater disposal services if needed outside of DEN's own waste contractors.



**CompassData** specializes in collecting data for GIS application, photogrammetry, and remotely sensed data. CompassData will provide survey services on this contract.



**Diversified Underground** has 20 years of utility locating experience in Colorado. Diversified Underground will provide utility locating services on this contract.



**GPRS** provides GPR, utility locating services, utility mapping services, and concrete scanning services with a 99.8% accuracy rate to locate critical targets like underground utilities, post tension cables, rebar, conduits, underground storage tanks (USTs). GPRS will provide utility locating services.



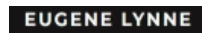
**HCL Engineering & Surveying** provides a wide range of professional services, including civil engineering, structural engineering, land surveying, SUE, and architecture. HCL will provide surveying services on this contract.



**Eagle Synergistics** With over 30 years of experience in subsurface imaging, logging, sampling, consulting, 3-D modeling, geology, hydrogeology, and geophysics, AECOM will work closely with Eagle Synergistics who will provide High Resolution Site Characterization (HRSC) and 3D subsurface imaging services, drilling, and general field services to the contract.



**Elite Drilling** will provide innovative solutions in drilling situations to increase efficiencies and data quality.



**Eugene Lynne** is a Land Surveying and Civil Engineering firm. They will perform surveying services.



**Eurofins** has North America's largest capacity dedicated to PFAS analysis, with up to 75 PFAS related compounds at detection limits well below state and federal screening levels. AECOM will subcontract Eurofins Environment Testing (Eurofins) for PFAS Analysis.



**SurvWest** is premier provider of surveying and mapping, SUE, and utility coordination services for clients across the U.S. since 2009. Survwest will provide surveying services on this contract.



**Underground Consulting Solutions** has been providing high accuracy utility designating of utility infrastructures throughout Colorado and surround states for over a decade. UCS will provide utility locating services.



**Vine Laboratories** provides, geotechnical laboratory, geotechnical and environmental drilling, and hydroexcavation services. VINE will perform drilling and hydroexcavation activities, as well as non-PFAS laboratory services.





Attachment

B

# Resumes of Key Staff





**Vasanta Kalluri, PE**  
**Contract Manager**

<b>Education</b>	<b>Years of Experience</b>	<b>Licenses/Registrations</b>	<b>Training/Certifications</b>
MS, Environmental Engineering, Michigan Technological University, 2000	With AECOM: 24 With Other Firms: 0	Professional Engineer, Colorado (in progress)	N/A
BS, Civil Engineering, Osmania University India, 1996	<b>AECOM Title:</b> VP, Business Development, Sr Manager, REM CON	Professional Engineer, Wisconsin #36933-006, Minnesota #53668	

**Summary**

Ms. Kalluri has extensive experience managing and implementing investigation, remediation, Brownfields redevelopment, and risk assessment projects. She has been leading multi-disciplinary and geographically diverse project teams for more than 20 years. Her project management expertise lies in seeing the big picture and identifying the most-suited technical resources for efficient and successful implementation of a project. She also is well versed in Colorado PFAS regulations and has performed multiple PFAS site remediation projects in Colorado.

Vasanta also managed the City of Denver’s (Department of Aviation) Stapleton Demolition and Redevelopment project. Through this project, she has developed an understanding and knowledge of City’s project management practices. She will use her ongoing Environmental Services on-call contract and Stapleton project management experience to manage this Environmental Site Remediation Contract.

**Project Experience**

**City and County of Denver, Stapleton International Airport Demolition, Denver, CO.** Project Manager. Managed the final phase of this 20-year project and brought it to completion. Planned and coordinated the final phase of runway demolition materials management. Implemented Stormwater Management Plan-related tasks for the High Line canal area. Worked with the City’s LCP tracker to manage subcontractors. Coordinated with the City’s project manager to provided appropriate documentation for project close-out.

**City and County of Denver, Environmental On-Call Contract, Denver, CO.** Program and Contract Manager. Under this contract, providing landfill gas evaluation, stormwater design evaluation, hydrogeological evaluation, landfill excavation design, and DEN ARFF Vehicle Cleaning services. She manages multiple concurrent project teams to deliver timely, quality and cost-efficient services to meet the City’s objectives.

**Microsemi Consortium, PFAS Investigation, Broomfield, CO.** Project Manager/Technical Lead. Managed and led groundwater sampling for PFAS at a former semi-conductor facility. Tasks included evaluation and interpretation of PFAS data and advising the client on the path forward.

**Platte River Power Authority, Environmental and Engineering Support, Northern Colorado.** Program Manager and Project Manager. Manages a large team of diverse professionals to provide environmental support services under the U.S. Environmental Protection Agency’s Coal Combustion Residuals (CCR) regulations and the CDPHE landfill and surface impoundment regulations. Environmental tasks include PFAS site characterization of a fire training area, groundwater monitoring, design of ash landfill expansion, closure design of surface impoundments, and assessment of corrective measures for cobalt and selenium impacts on groundwater.





# Cheri Walker, PG, AVP, CAPM

Principal-In-Charge

## Education

MS, Geology, Florida  
Atlantic University,  
2007

BA, Geology, Florida  
Atlantic University,  
1999

## Years of Experience

With AECOM: 8  
With Other Firms: 15

**AECOM Title:** AVP,  
Operations Manager,  
Remediation West

## Licenses/Registrations

Professional Geologist:  
Texas, #11919

## Training/Certifications

TCEQ Corrective  
Action Project  
Manager (CAPM),  
# PM0000624, 2016  
Leaking Petroleum  
Storage Tank (LPST)

## Summary

Ms. Walker is an Associate Vice President and Department Manager for the Remediation Department, overseeing staff in eight states (AR, LA, MS, CO, UT, NM, AZ, and TX) across the Rocky Mountain and Gulf regions. She has more than 23 years of experience in environmental consulting and construction management. As Department Manager, she communicates company goals, safety practices, and staffing requirements. She also motivates team members, sets goals, assesses performance, recognizes high performance and rewards accomplishments, and encourages cross-collaboration between offices. In addition, she supports management with hiring, training, and reporting metrics, and by providing updates on the team performance.

Ms. Walker also serves as a Program Manager, Project Manager and Project Geoscientist, providing field and management oversight for complex technical projects, preparing proposals, cost estimates, and schedules, procuring materials, implementing field activities, supervising personnel and subcontractors, liaising with government agencies, completing design and engineering tasks, performing geological characterization, complying with health and safety rules, and adhering to project scopes, schedules, and budgets.

## Project Experience

**BNSF Railway Company (BNSF), BNSF Childress Railyard, Childress, TX.** Project Manager. Was responsible for overall management of the project, an approximately 130-acre facility, which served as a major equipment servicing and repair facility, passenger depot, and freight yard through the 1960s. Compiled an environmental assessment of the property in an Affected Property Assessment Report, identifying four primary areas of soil/groundwater affected by organic chemicals of concern: chlorinated hydrocarbons (i.e., tetrachloroethylene, trichloroethylene, and cis-1,2-dichloroethylene) and fuel oil constituents/light non-aqueous phase liquid (LNAPL) above protective concentration levels. Historically, significant remediation efforts have been undertaken at the site, including a vacuum-enhanced LNAPL recovery system, a soil vapor extraction system, groundwater pump-and-treat, a hydrogen release compound (a high-resolution computed tomography, REGENESIS of San Clemente, CA) pilot test, excavation and treatment, and an LNAPL recovery trench. The site currently is under Response Action

Plan/Response Action Effectiveness through 2024. Cheri is leading the project team to re-evaluate site conditions, refine the conceptual site model, conduct an aquifer characterization study, and develop a path forward to site closure for both soil and groundwater protective concentration level exceedance zones.

**Anadarko, Former Westlake Natural Gasoline Plant, Noland County, TX.** Project Geologist. Was responsible for site investigations, soil and groundwater remediation efforts, exposure pathway assessment, and site closure at the former gasoline plant. Soils impacts included contamination from polyvinyl chlorinated biphenyls that were regulated by the U.S. Environmental Protection Agency. Site closure for groundwater consisted of determining plume stability and using institutional controls to manage a hydrocarbon plume that was regulated by the Texas Commission on Environmental Quality, Texas Risk Reduction Program, and Railroad Commission of Texas.



**Raymond A. Miskines, PE**  
**Project Manager**

<p><b>Education</b>                  MS, Water Resource and Environmental Engineering, State University of New York, Buffalo, 1993</p>	<p><b>Years of Experience</b>                  With AECOM: &lt;1                  With Other Firms: 33</p> <p><b>AECOM Title:</b> Senior Environmental Project Manager</p>	<p><b>Licenses/Registrations</b>                  Professional Engineer, Colorado #30586</p>	<p><b>Training/Certifications</b>                  OSHA HAZWOPER                  OSHA Site Supervisor</p>
--	--	--	--

**Summary**

Mr. Miskines is a Senior Project Manager in AECOM’S Denver office. He has more than 33 years of environmental consulting experience in testing, installing, operating, and managing numerous site remediation projects, addressing soil and groundwater affected by petroleum and chlorinated chemicals constituents. His areas of expertise encompass site investigations, pilot testing, site remediation (in situ and ex-situ), hazardous waste management, spill response, and compliance. His project experience includes managing and completing fieldwork at both active and closed airport facilities, including the former Stapleton International Airport in Denver. He has managed sites that include PFAS-impacted groundwater and has prepared work plans for bench testing treatment systems for PFAS-impacted sediments and surface water.

**Project Experience**  
**Prior to AECOM**

**United Airlines, Stapleton International Airport - Concourse B, Denver, CO.** Field Manager/Project Engineer. Designed, constructed, and operated multiple dual-phase extraction (DPE)/area source (AS) systems for remediation of soil and groundwater affected by the release of 480,000 gallons of Jet A fuel. Approach included four independent soil vapor extraction (SVE)/dual-phase extraction (DPE) systems and a groundwater recovery system. Recovered groundwater was transferred to an oil/water separator and air stripper treatment system before discharge to publicly owned treatment works (POTW).

**Southwestern Portland Cement Co., Lyons, CO.** Project Manager/Project Engineer. Designed and constructed a DPE system for recovery of free-phase diesel fuel at a tank farm. The system included a network of recovery wells, a vacuum pump and knock-out tank assembly, and a treatment system.

**Hamilton Sunstrand, Denver, CO.** Project Manager/Project Engineer. The treatment system consisted of a gallery of recovery wells, installed along the downgradient boundary of the site to prevent off-site migration of impacted groundwater. Recovered groundwater was treated using an air stripper tower and permitted discharge to the POTW.

Four additional SVE systems were installed and operated for off-site migration of soil vapors. Free-phase product recovery also was conducted using in-well pneumatic skimmers.

**Honeywell Sepulveda, Los Angeles, CA.** Project Manager/Project Engineer. Operated and maintained an SVE system consisting of a network of extraction wells and a carbon treatment system. Assessed feasibility of remedial alternatives (i.e., recovery well gallery and iron-filings trench).

**Viacom International Inc., Taylor Forge Stainless Facility, Somerville, NJ.** Project Manager/Project Engineer. Pilot tested, designed, and installed two independent AS-SVE systems. Pilot testing included ultraviolet treatment that demonstrated 80% destruction of chlorinated contaminants of concern. The AS-SVE systems recovered more than 1,060 pounds of TCE over 4 years of operation.

**Viacom International Inc., Taylor Forge Stainless Facility, Somerville, NJ.** Project Manager/Project Engineer. Expanded single-well groundwater recovery system to include 14 additional pumping wells. Work included discharge permit compliance monitoring, system performance monitoring, and regulatory reporting. Recovery was increased to 50,000 gallons per day and 3,300 pounds of TCE were recovered.



**Emily Conkling, PE**  
**Deputy Project Manager**

<p><b>Education</b>                  BSE, Environmental and Ecological Engineering, Purdue University, 2018</p>	<p><b>Years of Experience</b>                  With AECOM: &lt;1                  With Other Firms: 5</p> <p><b>AECOM Title:</b> Project Manager</p>	<p><b>Licenses/Registrations</b>                  Professional Engineer, Wyoming #PE 19479</p>	<p><b>Training/Certifications</b>                  N/A</p>
---	--	--	--

**Summary**

Ms. Conkling is a project manager in AECOM’s Fort Collins, Colorado office. She has 5 years of consulting experience in investigating and remediating contamination at oil and gas facilities. Her areas of expertise encompass groundwater and soil investigations, hazardous waste management, spill response, and site inspections. She has designed numerous contamination investigations, determining impacts on groundwater, soil, and human health. She is a skilled technical writer who has drafted 50+ investigation work plans, investigation reports, and remediation work plans.

**Project Experience**

**Prior to AECOM**

**Marathon Petroleum Corporation, Groundwater Sampling, Gallup, NM.** Project Manager. Oversaw and managed the groundwater sampling events, data validation, and annual reporting as required by Marathon Gallup Refinery's Resource Conservation and Recovery Act Permit.

**HF Sinclair Parco Refining LLC, Groundwater Sampling, Sinclair, WY.** Project Manager. Oversaw dozens of sampling events, steered the data validation process, and authored annual reports.

**Marathon Petroleum Corporation, Solid Waste Management Units (SWMU)/Areas of Concern (AOC) Investigations, Gallup, NM.** Project Manager. Managed more than 10 investigations in SWMU/AOC at the Marathon Gallup Refinery, as requested by the New Mexico Environment Department. Authored investigation work plans and investigation reports. Designed remediation efforts.

**HF Sinclair Parco Refining LLC, Refinery Turnaround, Sinclair, WY.** Project Manager. Acted as an extension of the Refinery Environmental Department during refinery turnaround activities. Managed the hazardous waste handling, spill cleanup, equipment decontamination, and waste handling practices of turnaround contractors.

**HF Sinclair Parco Refining LLC, Underground Injection Control (UIC) Leachfield, Sinclair, WY.** Project Manager. Oversaw and managed the semi-annual groundwater sampling and tank inspections and authored the annual report that was submitted to Wyoming Department of Environmental Quality’s Water Quality Division, as required by the client's UIC injection permit.

**HF Sinclair Parco Refining LLC, Process Sewer Mapping, Sinclair, WY.** Assistant Project Manager. Drafted the comprehensive process sewer maps of each process unit, based on historical blueprints and operator site knowledge.

**Marathon Petroleum Corporation, Process Sewer Mapping, El Paso, TX.** Assistant Project Manager. Drafted a comprehensive map of the El Paso Refinery South Plant process sewers, based on historical blueprints and operator knowledge.

**HF Sinclair Parco Refining LLC, Drinking Water Sampling, Sinclair, WY.** Project Manager. Oversaw the semi-annual drinking water sampling and authored the annual report.

**HF Sinclair Parco Refining LLC, Spill Inspections, Sinclair, WY.** Project Manager. Conducted the quarterly tank inspections and recommended preventative maintenance items to the client.



# John M. Cuthbertson, CPG

Technical Director/PFAS SME

## Education

BS, Geology, Calvin College, 1991

## Years of Experience

With AECOM: 10  
With Other Firms: 23

**AECOM Title:** AVP,  
North America  
Industrial and Oil &  
Gas PFAS Lead

## Licenses/Registrations

Certified Professional  
Geologist, American  
Institute of  
Professional  
Geologists

## Training/Certifications

N/A

## Summary

Mr. Cuthbertson is an AECOM Associate Vice President, serving as the North America Aviation, Oil & Gas, and Industrial PFAS Practice Lead. He has 33 years of environmental consulting experience, which has given him the ability to effectively manage and provide technical leadership for projects of varying size and complexity for both public and private-sector clients. His primary focus over the past 8 years has been PFAS. During this time, he has worked seamlessly with client management and legal executives to develop internal PFAS programs, policies, and strategies. Furthermore, he has led national PFAS programs for clients. He has addressed risk management issues as well as developed communications and messaging. He has been selected for this DEN program to be the Technical Director because of his vast knowledge of PFAS. He has performed a similar role on dozens of industrial projects, including eight airports. He has a thorough understanding of the requirements of active airfields.

## Project Experience

### Confidential Oil & Gas Client, MI. PFAS

Technical Lead. Responsible for directing a team of subject matter experts to evaluate strategies for developing a remedial conceptual site model, evaluating minimization and treatment options to address PFOS concentration in effluent leaving the facility, and performing a remedial alternatives evaluation to treat PFAS-impacted groundwater before discharging into stormwater conveyance based on to regulatory requests . Developed and completed a pilot study and full-scale installation using a colloidal carbon-permeable barrier . To ensure compliance with regulatory surface water criteria, ex situ treatment of PFAS-impacted surface water is being implemented to remove PFAS from the county drain. A 100-gpm pilot system was designed, built, and is being operated to collect data that will inform the basis of design for the full-scale system. IX resin was selected as the PFAS removal technology because of its smaller footprint for higher flowrates.

### Confidential Chrome Plater, MI. PFAS Technical

Lead. Responsible for directing and developing a scope of work to evaluate PFAS releases that were identified in groundwater and industrial effluent. PFOS was detected in the effluent waste stream at concentrations exceeding 8,000 parts per trillion (ppt) that was discharging to a wastewater treatment plant. Tasks included design and installation of an interim remediation treatment system in 45 days, to treat PFAS levels using a treatment train of granular activated carbon and resin before discharge. Developed sampling scope and strategy to sample existing monitoring wells at the facility, conducted a potable well survey including sampling more than 120 residential drinking water wells with PFOS concentration greater than 1,000 ppt, performed multiple phases of off-site investigation including installation of over 80 monitoring wells, and directed groundwater modeling, laboratory QA/QC with Level 2 data validation, and development of an EQUIS and GIS database to manage all data associated with the project.





# Patrick Clem, PE

## Quality Lead; Technical Specialist: Oil & Gas Production Site Characterization

Education	Years of Experience	Licenses/Registrations	Training/Certifications
BS, Environmental Engineering, Colorado State University, 2008	With AECOM: 16  <b>AECOM Title:</b> Chemist IV	Professional Engineer: Colorado #0047622; Wyoming #15833; Nebraska #E-16314; Arizona #65484	OSHA 40-Hour HAZWOPER

### Summary

Mr. Clem is a project manager and engineer with 16 years of environmental engineering experience in site characterization, monitoring, and remediation system design, implementation, and optimization. He has served oil and gas, rail, industrial, power, and public service clients. He has demonstrated expertise in site closure strategy and regulatory agency negotiations. He has extensive experience with relevant regulatory agencies, including CDPHE (including the Voluntary Cleanup and Redevelopment Program), as well as with the Colorado Oil and Gas Conservation Commission. He is a team leader and deputy department manager for AECOM’s Rocky Mountain/Gulf Remediation Department and leads a team of engineers, geologists, and environmental scientists. He has served as the local quality manager, as described below.

### Project Experience

**AECOM Quality Reviews, Ft. Collins, CO.** Local Quality Manager. Responsibilities include providing training and support to project managers related to implementation of AECOM’s Quality Management System and consistent delivery of world-class solutions to clients.

**Anadarko Petroleum Corporation, Natural Gas Compressor Stations, Site Characterization and Remediation, CO.** Project Engineer. Provided technical support and implementation expertise for characterization and remediation of petroleum hydrocarbon and chlorinated compound-impacted soil and groundwater. The sites consisted of natural gas compressor stations and liquids separation terminals, all part of the natural gas gathering system in Northeastern Colorado. Remediation technologies that he evaluated, designed, and implemented included monitored natural attenuation, excavation, enhanced bioremediation, chemical oxidation, air sparging, and multi-phase extraction.

**Confidential Client, Natural Gas Well Site Remediation, WY.** Project Manager and Engineer. Provides extensive site characterization and remediation support under both the Wyoming Oil & Gas Conservation Commission (WOGCC) and the Wyoming Department of Environmental Quality (WDEQ) Voluntary Remediation Program. Designed and continues to implement a multi-site quarterly

groundwater monitoring program, in accordance with WDEQ regulations. Five sites are being monitored quarterly, with monitoring well numbers ranging from eight to 25 per site. Site characterization activities have been completed at approximately 10 active and inactive well pads. The work involved exploratory direct-push soil borings (approximately eight per site) and installation of temporary and permanent monitoring wells using either direct-push or hollow-stem auger methods. Primary contaminants of concern included benzene, toluene, ethylbenzene, and xylenes compounds, diesel range organics, gasoline range organics, naphthalene, and 2-methylnaphthalene in addition to select Resource Conservation and Recovery Act eight metals. Following site characterization activities, numerous remediated active well pads with historical unlined production pits were granted regulatory closure under the WOGCC. For these sites, petroleum hydrocarbon-impacted soil was excavated and transported to the client’s land treatment facility for thermal desorption, using a rotary kiln powered by a nearby natural gas production well. The treated soil was transported back to the project sites for use as backfill. At other sites, a combination of source area removal and enhanced bioremediation injection activities were implemented for treatment of downgradient dissolved-phase groundwater plumes.

**SUZANNE ARKLE**

**FIRM NAME**  
**ZANN, Inc.**

Suzanne Arkle is President + CEO of ZANN, Inc., a management consulting firm that advises clients on business diversity and Inclusion strategies through public engagement, small business growth and participation and workforce development. She provides strategic advice to senior leadership on all aspects of project development, planning and implementation related to increasing and measuring MWBE engagement, business growth and participation. Through these services she has directed the utilization of over \$3.9B for diverse/small businesses on projects valued at \$14B.

**Years with Firm: 30**

**EDUCATION**

MBA,  
 Finance/Accounting,  
 UCLA

BA, Urban Studies,  
 University of  
 Pennsylvania

**PROJECT EXPERIENCE**

**Concourse Gate Expansion, DEN | Denver, CO**  
**MWBE Compliance Manager | Holder FCI JV | Project Amount: \$1B**

Suzanne is the MWBE Compliance Manager for the \$1B concourse construction and improvement project at the third busiest airport in the country. Suzanne is responsible for design, execution, and monitoring of all aspects of the MWBE Program. She works closely with the Division of Small Business Opportunity, Airport Infrastructure Management Office to ensure alignment with procurement and capacity building strategies.

- American Contract Compliance Association - CCA, MCA

- AMAC Colorado

**DEN Great Hall Design Reallocation Project, DEN | Denver, CO**  
**MWBE Outreach and Compliance | Stantec | Project Amount: \$130M**

ZANN is responsible for Outreach, Compliance and monitoring all aspects of the MWBE Program. ZANN works closely with Division of Small Business Opportunity, Airport Infrastructure Management Office to ensure compliance with the On-Call Task Orders.

- Black Construction Group (BCG)

- Conference of Minority Transportation Officials Colorado (COMTO)

**Los Angeles World Airports | Multiple Task Order Contract Program**  
**Project Amount |\$950 M | Jacobs**

ZANN is the DBE and Workforce Development Manager for this Program. Additional services will be delivering CapBuild Lending Program to ensure DBEs are capitalized and resourced.

- WTS Colorado

- Hispanic Contractors of Colorado (HCC)

**DEN Hotel and Transit Center | DEN | Denver, CO**  
**Strategic MWBE Consultant | Parsons | Project Amount: \$719M**

ZANN served as strategic consultant to the PMT. ZANN developed the first phase of the MWBE Program which provided execution, outreach and capacity building strategies.

**Terminal 6 Partners (JV, Bechtel and 5 MWBEs) O'Hare Airport ||**  
**Project Amount \$1.6B**

Developed and implemented the MWBE Program and provided procurement support to the Design Build Teams. Provided monitoring, tracking and contract compliance to ensure goal achievement. Served as Point of Contact for all stakeholders.



**Timothy J. Gilles, STS**  
**Health and Safety**

**Education**

BS, Biology,  
 Benedictine  
 University, 1997

**Years of Experience**

With AECOM: 10  
 With Other Firms: 14.5

**Licenses/Registrations**

N/A

**Training/Certifications**

Safety Trained  
 Supervisor (STS),  
 Board of Certified  
 Safety Professionals  
 (STS-15774)

**AECOM Title:**

Manager, Safety,  
 Health and  
 Environment

**Summary**

Mr. Gilles is a Safety, Health and Environment Manager. He is an experienced, talented health, safety, and environmental services professional, committed to development and implementation of cost-effective, client-oriented, and risk-based solutions. His diverse background is rooted in his previous experience in performing and overseeing several types of remedial methods to address soil and groundwater contamination, emergency response, demolition/construction oversight, safety program management, safety training, incident prevention and investigation, and case management. This background strongly positions him to understand the unique challenges and hazards associated with site remediation and guide project teams in effectively managing the risk. He currently is serving as a Safety, Health and Environment (SH&E) Manager for several major client accounts in addition to being SH&E Lead for the AECOM Environment Business Line’s U.S. West Remediation Practice Group.

**Project Experience**

**Training, and Metrics–Safety, Environment Business Line, AECOM.** Environment Business Line SH&E Manager and SH&E Lead for the West Remediation Practice Group. Conducts Safe Work Plan, Health and Safety Plan, and Task Hazard Assessment reviews. Conducts site safety inspections, project safety reviews, management site visits, and subcontractor SH&E performance assessments. Reviews and closes out SH&E safety observation, near-miss, and incident reports. Conducts near-miss and incident investigations to determine root causes, contributing factors, correction actions, and lessons learned. Provides SH&E support to project teams throughout the project life-cycle. Conducts safety training, including Field Safety, Hazardous Waste Operations and Emergency Response (HAZWOPER) Refresher, Supervisor Training in Accountability and Recognition Techniques (START), and Speak Up, Listen Up. In addition, assists with development of safety training modules. Has previous experience with evaluation and reporting of internal core value metrics for the business line in the Americas.

**Confidential Owner, CERCLA (Superfund) Remedial Action, Groundwater Remediation System Operation, Former Manufactured Gas and Coke Plant, Waukegan, IL.** Operations Manager, Lead System Operator, and Site Health and Safety Officer. The site was Operable Unit #2 of the Outboard Marine Corporation Superfund Site.

**Confidential Owners, CERCLA (Superfund) Time Critical Removal Actions, Former Manufactured Gas Plants, Chicago, IL.** Assistant Program Coordinator. Was responsible for time critical removal actions at three former manufactured gas plant sites. He developed a Quality Management Plan and Quality Assurance/Quality Control Plan. Reviewed and updated site Health and Safety plans. Reviewed the Administrative Order on Consent and developed project schedules. Coordinated completion and submittal of various project deliverables.



## Rebecca Mora

### Technical Specialist: PFAS Feasibility Study/Remediation, PFAS Off-site Migration Prevention

#### Education

BS, Environmental Engineering, University of Notre Dame, 1997

#### Years of Experience

With AECOM: 25  
With Other Firms: 1  
**AECOM Title:** AVP

#### Licenses/Registrations

EIT #ET39900840

#### Training/Certifications

OSHA 40-Hour HAZWOPER  
OSHA 8-Hour HAZWOPER Supervisor

### Summary

Ms. Mora is a senior engineer with more than 25 years of environmental investigation and remediation experience. She is an expert in remediation of emerging contaminants, including PFAS. She specializes in design and implementation of innovative technologies, particularly for groundwater sites that are contaminated with chlorinated solvents and/or emerging contaminants (e.g., 1,4-dioxane, PFAS, perchlorate, hexavalent chromium). For the past 7 years, she has focused specifically on design and implementation of PFAS remediation strategies for federal, industrial, and municipal clients. In addition to project work, she is a member of the Interstate Technology Regulatory Council PFAS Team and part of the AECOM/University of Georgia research team for PFAS destruction via electrochemical oxidation. Furthermore, she is a project manager for the AECOM Development Team that is dedicated to demonstrating and commercializing AECOM’s DE-FLUORO™ remediation technology for PFAS destruction. This has included more than five field demonstrations of DE-FLUORO™ for the U.S. Air Force and others.

### Project Experience

**Confidential Oil and Gas Client, Characterization and Treatment of PFAS-Contaminated Groundwater and Stormwater, MI.** Technical Director and PFAS Remediation Lead. Assisting with multiple PFAS-related issues on the facility. Characterization scope includes groundwater monitoring, groundwater modeling, development of conceptual site models, receptor evaluation studies, and sampling of stormwater and oily-water sewer systems. Before treatment, a site-specific feasibility assessment was performed to evaluate multiple technologies based on cost, treatment effectiveness, and implementability. Treatment scope includes the largest installation of PlumeStop for in situ treatment of PFAS-impacted groundwater (1,625-foot-long barrier), installation of a pilot system to passively remove PFAS from stormwater using AquaGate+RemBind, sediment excavation, and design/installation of a large pump and treat system for removing PFAS from stormwater. The scope includes cleaning approximately 2,300 feet of storm sewer impacted with PFAS, lining of open ditches to prevent PFAS from entering surface water, and development of PFAS source minimization measures for PFAS-impacted oily-water sewer system.

**Minnesota Pollution Control Agency, Separation and Destruction of PFAS from Surface Water using Surface Activated Foam Fractionation (SAFF) and Electrochemical Oxidation, MN.**

Technical Team Member. Responsible for overseeing the performance of AECOM’s DE-FLUORO™ system, which destroys PFAS in the SAFF-concentrated waste stream using electrochemical oxidation.

**U.S. Army National Guard, Remedial Investigation/Feasibility Studies for PFAS-Impacted Sites, U.S.** Technical Lead.

Performing demonstration/validation testing on selected PFAS remediation technologies in support of preparing feasibility studies at multiple Army National Guard sites nationwide.

**Three US Air Force–AFCEC Broad Agency Announcement Research Grant Awards, Coupling PFAS Separation Technologies with Electrochemical Treatment for Complete Separation and Destruction of PFOS and PFOA in Groundwater.** Co-Principal Investigator and/or Technical Team Member.

Assisted with three field demonstrations involving operation of PFAS separation technologies (i.e., regenerable ion exchange resin, SAFF, and the novel sorbent cyclodextrin) and then destroying PFAS in their concentrated waste streams using electrochemical oxidation.





**Matthew Zenker, PhD, PE, BCEE**  
**Technical Specialist: PFAS Feasibility Study/Remediation**

<b>Education</b>	<b>Years of Experience</b>	<b>Licenses/Registrations</b>	<b>Training/Certifications</b>
PhD, Civil Engineering, North Carolina State University, 2000	With AECOM: 18 With Other Firms: 12	Professional Engineer, Carolina, # 027801	OSHA 40-Hour HAZWOPER
MS, Civil Engineering, North Carolina State University, 1996	<b>AECOM Title:</b> AVP, Technical Leader III, Engineering/	Certified Environmental Engineer, American Academy of Environmental	OSHA 8-Hour Supervisor
BS, Civil Engineering, Virginia Military Institute, 1994	Environmental Engineer	Engineers and Scientists, #06-10009	

**Summary**

Dr. Zenker has professional and research experience in several areas of remediation engineering, including enhanced reductive dechlorination, in situ chemical oxidation, zero-valent iron, biogeochemical processes, natural attenuation of chlorinated and petroleum hydrocarbons, air sparging/soil vapor extraction/bioventing, pump and treat design, and light nonaqueous-phase liquids (LNAPL) mobility analysis. He also has extensive knowledge about the biodegradation and remediation of groundwater impacted with 1,4-dioxane.

**Project Experience**

**AFCEC, PFAS Phase II Assessment, Former Reese AFB, TX.** Feasibility Study Lead. Preparing a Comprehensive Environmental Response, Compensation, and Liability Act Feasibility Study (FS) that will evaluate multiple remedial approaches for soil, groundwater, surface water, and sediment. As part of the FS, bench-scale treatability studies for thermal conduction heating and in situ stabilization for PFAS currently are being performed. Also supervising analysis of fate and transport of PFAS compounds in soil and groundwater, including the use of TOP Assay, cation exchange capacity, and anion exchange capacity. Developed analytical approach for the analysis of natural attenuation of PFAS compounds in groundwater. Natural attenuation rates were incorporated into a three-dimensional numerical fate and transport model, to predict long-term PFAS behavior in groundwater. Analyzing the site-specific leachability of PFAS compounds in the vadose by installation and analysis of lysimeters. Currently tasked with development of full-scale pump and treat design for PFAS in groundwater.

**Raleigh-Durham International and Piedmont Triad International Airports, PFAS Preliminary Assessment and Investigation, NC.** Technical Lead. Investigated PFAS presence at two international airports in central North Carolina. The scope of work included a preliminary assessment, involving interviews with on-site personnel to identify PFAS release locations, a residential well survey, and stormwater sampling. The scope of work also included development of a GIS map showing hydrologic drainage patterns along with other non-airport suspected sources of PFAS.

**Petroleum Refinery, LNAPL Investigation and Remedial Design, CO.** Senior Technical Resource Specialist. Performed investigation and remediation of gasoline LNAPL. Supervised the conceptual development of a remedial investigation and pilot study and design, to prevent migration of the LNAPL to a nearby surface water body. The investigation involved use of a membrane interface probe to delineate the areal and vertical extent of LNAPL. The pilot study investigated air sparging and soil vapor extraction. The full-scale design involved an approximately 2,000-linear-foot LNAPL collection trench and hanging wall, combined with an air sparging curtain.



# Betsy Ruffle

## Technical Specialist: Risk Assessment/Regulatory Expertise

Education	Years of Experience	Licenses/Registrations	Training/Certifications
MS, Civil Engineering/ Environmental Health, Tufts University, 1990	With AECOM: 33 With Other Firms: 4	N/A	N/A
BS, Biology, Vassar College, 1982	<b>AECOM Title:</b> AVP Environmental Science		

### Summary

Ms. Ruffle is a senior scientist at AECOM with more than 30 years of experience in risk-based analysis and site closure strategies. She has led baseline risk assessments at CERCLA, RCRA, and state sites around the U.S. and internationally, including several large Superfund sites. She has extensive experience evaluating legacy and emerging contaminants, including dioxin, PCBs, and PFAS at complex sites. Her expertise includes evaluating bioaccumulation of persistent contaminants in aquatic and terrestrial systems and assessing risks to consumers. She has performed multi-media risk evaluations of PFAS at industrial and military sites, including developing sound conceptual site models of PFAS movement in the environment. She has designed and implemented statistically based sampling plans for cost-effective site characterization and remediation.

Ms. Ruffle is well-versed in presenting complex technical information to diverse audiences and has presented and published on a wide range of topics, including fish consumption, angler surveys, PCBs, PFAS, and probabilistic risk analysis. She serves as a technical expert and leader within AECOM’s Risk Assessment and Contaminated Sediment and Waterway Restoration practices.

### Project Experience

**Oil and Gas Client, Development of PFAS Fate Guidance, U.S.** Technical Lead. Leading development of guidance, providing site characterization, remediation, management tools, and strategies for sites with PFAS releases. Guidance addresses short- and long-term aspects of PFAS fate and transport and provides site managers with the tools and knowledge necessary for developing sound conceptual site models.

**Oil and Gas Client, Review of PFAS Water Quality Criteria, U.S.** Technical Lead. Led development of a white paper on U.S. and international surface water quality criteria (WQC) for PFAS (December 2020). Led team of international AECOM experts to document status and technical basis of human health and ecological WQC in eight states (CA, FL, MA, MI, MN, NH, NJ, WI), Australia, Canada, and six European countries, highlighting differences in approach and assumptions, areas of uncertainty, and future considerations, including emerging PFAS and toxicity developments. The study was published in 2023 in *Integrated Environmental Assessment and Management*. [Link to Study](#).

**Petrochemical Client, PFAS Risk Assessments, U.S.** Senior Risk Scientist. Evaluating potential risk from PFAS in groundwater to downgradient receptors, including surface water and biota. Developing conceptual site model and evaluating the potential for downgradient impacts, considering water body uses, ecosystem habitats, and attenuation and dilution. Advising the client on state PFAS regulatory framework and WQC status.

**Liberty Utilities, Mount Hope Street Manufactured Gas Plant (MGP), MA.** Senior Risk Scientist. Led risk assessment of former MGP adjacent to industrial river, with coal tar in soil and sediment under Massachusetts Contingency Plan guidance. Evaluated potential risks from exposure to soil, sediment, surface water, and air for nearby residents, workers, and river visitors. Developed risk-based cleanup levels to support remediation, including differentiating site-related metals and Polycyclic Aromatic Hydrocarbons contamination from historical fill.



## Kenneth Pinnella

### Technical Specialist: Risk Assessment/Regulatory Expertise

Education	Years of Experience	Licenses/Registrations	Training/Certifications
MS, Environmental Toxicology, Colorado State University, 2000	With AECOM: 17 With Other Firms: 6	N/A	40-hour OSHA HAZWOPER Training
BA, Social Science-Economics, Colorado State University, 1988	<b>AECOM Title:</b> Risk Assessment Scientist IV		8-hour OSHA HAZWOPER On-Site Manager/Supervisor Training

### Summary

Mr. Pinnella is a toxicologist and risk assessor who conducts human health and ecological risk assessments, with a focus on ecological risk assessment. He has 23 years of broad-based experience in conducting risk assessments at Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, National Environmental Policy Act, and state program and international hazardous waste facility sites. He also conducts water and sediment quality investigations, use attainability analyses, beneficial use demonstrations, and toxicological evaluations in air, water, sediment, and soil. He has experience with single-focus and multidisciplinary projects involving site investigations, ecological and biological surveys, data management, statistical analysis, fate and transport modeling (e.g., vapor intrusion, lateral transport, air emissions), and regulatory compliance. He has extensive experience writing and implementing risk assessment work plans, establishing data quality objectives to support nature and extent determinations and risk assessment, and managing and analyzing data for risk assessments. He has experience in most U.S. Environmental Protection Agency (EPA) regions and with many state programs, as well as international experience. He has conducted more than 50 human health and ecological risk assessments in the public and private sectors.

### Project Experience

**U.S. Army Corps of Engineers—Alaska, Haines-Fairbanks Pipeline, Human and Ecological Risk Assessment, AK.** Lead Risk Assessor. Prepared and implemented three risk assessment work plans at Sears Creek Station (pump/transfer station) and Tok Fuel Terminal (former bulk storage facility) along the former Haines-Fairbanks Pipeline. The risk assessments were conducted to evaluate potential ecological and human health risk from petroleum residuals and other facility-specific chemicals, including PCBs, dioxins/furans, pesticides, PFAS, and metals. Risk assessments were in support of a Remedial Investigation/Feasibility Study (RI/FS) being conducted at these facilities. All three risk assessments were prepared in accordance with U.S. Department of Defense (DoD) policy and EPA, DoD and Alaska Department of Environmental Conservation (ADEC) guidance, focused on ADEC Method 4 human health protocols and ADEC-defined ecological risk methods. The risk assessments were accepted and approved by the

state and are being used to inform risk management decisions for the sites.

**Michigan Department of Environment, Great Lakes, and Energy, Ecological Risk Assessment, MI.** Lead ecological risk assessor. Providing technical support and oversight of third-party conduct of an ecological risk assessment being performed in support of an RI/FS at a former DoD site. Oversight involves technical review of a complex work plan and risk assessment documents that evaluate potential risk to upland birds and mammals from soil, water and biota exposure, and to aquatic-oriented birds and mammals, fish, and biota from surface water and sediment exposure. The principal contaminants of concern at the site are PFAS.



# Jeremy Hurshman, PG

Technical Specialist: Site Geology/Hydrogeology

**Education**

BS, Geology, Colorado State University, 2008

**Years of Experience**

With AECOM: 16  
With Other Firms: 0

**Licenses/Registrations**

Licensed Professional Geologist, Wyoming, Kansas

**Training/Certifications**

HAZWOPER 40-Hour Training  
HAZWOPER 8-hour Supervisor Training

**AECOM Title:**

Geologist IV

**Summary**

Mr. Hurshman is a project manager who has 16 years of experience in groundwater sampling, soil sampling, drilling, site characterization, remediation, data entry, and report and work plan preparation on a variety of project sites. His technical experience includes surface water and groundwater sampling, soil sampling, soil vapor point installation and sampling, and development of groundwater contour maps and constituent isoconcentration maps. He is proficient in groundwater monitoring, sampling, monitoring well installation using direct-push geoprobe, hollow-stem auger, air-rotary, and sonic drilling techniques in various conditions, well abandonment, well development, soil vapor monitoring point installation and monitoring, soil sampling, excavation and test pit oversight and sampling, infiltration testing, and slug and aquifer testing. He has performed injection work oversight and excavation oversight at various project sites in Colorado, Wyoming, and Montana. He practices health and safety requirement compliance and is proficient in preparing work plans, technical reports, and data evaluation. He has been a project manager the past 4 years at projects sites in Colorado, Wyoming, and North Dakota, for clients in the Oil and Gas, Utility, and Power sectors.

**Project Experience**

**Power Utility, Environmental Sampling and Reporting, CO, WY, ND.** Project and Task Manager. Responsible for routine groundwater monitoring, site delineation, well installation, and site inspection activities. Tasks include cost estimating, budget tracking, client communications, planning and organizing, serving as field lead on monitoring and inspection activities, developing annual reports, presenting statistics, and evaluating data. Works with the client, U.S. Environmental Protection Agency, and CDPHE to meet regulatory reporting requirements. Field activities have included surface and groundwater monitoring, monitoring well installation using hollow-stem augers, oversight of coal combustion-residual, containment pond decommissioning activities, aquifer testing, and well abandonment.

**Railroad, Environmental Sampling and Drilling, CO, MT, KS.** Field Leader. Performed groundwater monitoring, soil test pit investigations, and monitoring well installation through difficult lithologies. Was involved in TarGOST drilling technologies to identify subsurface non-aqueous phase liquids impacts and soil vapor well installation and monitoring at a Superfund site in Montana.

Performed soil vapor point installation and monitoring near an active rail line in Kansas. Conducted site investigations to collect data to support identification and characterization of site soils and groundwater. Other tasks included preparation of work plans, data evaluation, reporting, site characterization contour mapping, sample tracking and lab coordination for field crews performing remedy implementation, and preparing documents for submittal to the regulatory agency.

**Gas Field, Environmental Investigations, WY.** Project and Task Manager. Conducted site investigations on well head sites, delineating former containment pond boundaries for site characterization and design purposes. Performed drilling, soil sampling, groundwater sampling, well abandonment activities, and production pit excavation construction oversight. Other tasks included investigation planning development of sitewide contour maps, concentration contour map generation, lab coordination, and work plan and report preparation.





## David Buhl, PG

Technical Specialist: Site Geology/Hydrogeology

### Education

BS, Geology, Tennessee  
Technological  
University, 2012

### Years of Experience

With AECOM: 2  
With Other Firms: 17

### Licenses/Registrations

Professional Geologist,  
Kentucky # 275581

### Training/Certifications

OSHA 40-Hour  
HAZWOPER

### AECOM Title:

Geologist III

### Summary

Mr. Buhl is a geologist who joined AECOM in April 2022. His work includes in site characterization, groundwater and soil subsurface investigation, monitoring, and remediation investigations. His site characterization and remediation experience were gained through mining operations, oil field sites, U.S. Air National Guard bases, and USACE work. He currently is working toward project management through training and serving as a deputy project manager. Before coming to AECOM, he supported federal environmental management projects on the U.S. Department of Energy’s Oak Ridge Reservation. He has experience preparing Emergency Planning and Community Right-to-know Act Section (EPCRA) 311; EPCRA 312, Tier II; and EPCRA Section 313, Toxic Release Inventory regulatory reports. He worked for 7 years in the oil and gas industry, with 3 years as a manager. He is well-versed in drilling operations, field work, and laboratory analysis. He has developed plans including environmental compliance measures, prepared permit applications, and is familiar with ArcGIS and Surfer software, Petra geological software, and database management.

### Project Experience

#### **Chevron Environmental Management, Air Sparge and SVE Well Installation, Amarillo, TX.**

Lead Geologist. Worked on the complex Air Sparge installation on the former Chevron refinery site. Managed two sonic rigs in simultaneous operation while soil logging using the EQUIS system, directing well construction, and overseeing other site activities, such as well developments and vault installation.

#### **UMETCO, Drilling and Environmental Sampling, and Geologic Modelling, Gas Hills, WY.**

On-site Geologist. Oversaw drilling and installation of downgradient groundwater monitoring wells and sampled soils at a former UMETCO uranium strip mining site. Created detailed models of the subsurface geology at the site, using oil and gas open-hole logs, groundwater monitoring well logs, and geologic reports from the site. This model then was used to create three-dimensional groundwater flow and radioactive plume maps, to help the client and State determine future remediation steps.

#### **Basin Power, CCR Landfill and Coal Ash Pond, Monitoring Well Installation, Stanton, ND.**

Safety Officer/On-site Geologist. Oversaw the sonic drilling, installation, and development of three landfill groundwater monitoring wells at the power plant’s coal ash landfill. Oversaw the drilling, installation, and development of four groundwater monitoring wells at the east end of a filled-in coal ash reservoir. Recorded detailed soil logs using the Unified Soil Classification System for each borehole.

#### **U.S. Army Corps of Engineers Omaha, Atlas II ICBM Site 2, Drilling and Environmental Sampling, Cheyenne, WY.**

Site Supervisor/On-site Geologist. Oversaw sonic drilling and installation of several groundwater monitoring wells at a former ICBM site. Collected soil samples for assessing the presence of methyl tert-butyl ether.



# Kara Hoppes, PG

## Technical Specialist: Field Oversight

### Education

MS, Geology,  
University of  
Wyoming, 2018  
BS, Geology, University  
of Delaware, 2016  
BS, Environmental  
Science, University of  
Delaware, 2016

### Years of Experience

With AECOM: 1  
With Other Firms: 9

### AECOM Title:

Geologist III

### Licenses/Registrations

Wyoming Professional  
Geologist No. 4236

### Training/Certifications

OSHA 40-Hour  
HAZWOPER  
OSHA 8-Hour  
HAZWOPER  
Supervisor

### Summary

Ms. Hoppes is a geologist with environmental consulting experience for projects involving soil, soil vapor, surface water, and groundwater investigation and remediation, environmental and construction operations, regulatory compliance, planning, reporting, and health and safety. She has experience with contaminated soil excavation planning, confirmation sampling, subcontractor oversight, and leading environmental field investigations.

### Project Experience

**Confidential Oil and Gas Client, Crude Oil Pipeline Release CPDHE Corrective Action Plan Site Characterization and Remediation, Weld County, CO.** Deputy Project Manager. Completing characterization of a crude oil release and determining remedial action. Work includes leading field activities of light non-aqueous phase liquid sampling and fluid-level monitoring, preparing current conditions reports, providing project updates to CDPHE, and preparing the Corrective Action Plan to submit to CPDHE.

**Confidential Oil and Gas Client, Former Oil and Gas Refinery Site Characterization and CDPHE Voluntary Cleanup and Redevelopment Program (VCUP) Remediation, Moffat County, CO.** Field Lead and Technical Support. Assisted in preparation of VCUP application and oversaw remedial soil excavation and backfill activities under the VCUP program. Work included collecting confirmation soil samples, guiding expansion of excavation footprints, and communication with/oversight of the construction subcontractor. Contributed to post-sampling data processing and validation, figure generation, technical review, and reporting.

**Confidential Power Company, Fire Training Area (FTA) PFAS Investigation and Regulatory Groundwater Monitoring Programs, Larimer County, CO.** Field Lead and Technical Support. Currently assisting a power plant with an FTA PFAS investigation and management of its U.S. Environmental Protection Agency and CDPHE groundwater monitoring programs. Both the FTA investigation and groundwater programs have included coordination of equipment and laboratory bottle set orders, staffing, groundwater and surface water sampling, monitoring well development, and post-sampling data processing and figure generation. The FTA investigation has included soil and concrete PFAS sampling, and the groundwater programs have involved technical report generation/review.

**City and County of Denver, Limited Phase II Environmental Site Assessment (ESA), Denver, CO.** Field Lead. Performed a Limited Phase II ESA at 4801 and 4815 Washington Street for the City and County of Denver. Field activities included a property inspection for potential chemical hazards and property damage, soil logging, soil sampling, and field assistant oversight.



## Katie Abbott

### Technical Specialist: Chemistry/Data Management

#### Education

BA, Environmental Studies, University of Colorado, 2005

#### Years of Experience

With AECOM: 12  
With Other Firms: 7

#### Licenses/Registrations

N/A

#### Training/Certifications

PEC Safeland USA  
OSHA 40-Hour  
HAZWOPER

#### AECOM Title:

Chemist IV

### Summary

Ms. Abbott has more than 12 years of experience as an environmental chemist and over 19 years of experience in the environmental field. She has been responsible for conducting the following stages of analytical programs for numerous projects of varying size and regulatory requirements: field work including sample management and groundwater, soil, and vapor sampling; laboratory procurement and coordination; data validation; and data quality assessment. Her background includes a strong emphasis on quality assurance issues. She is experienced with emerging contaminants, including PFAS and 1,4-dioxane, and in writing and reviewing reports for commercial and federal projects as well as quality assurance project plans (QAPPs). She has extensive experience with site remediation at the State and federal level and has helped coordinate large-scale and high-profile sampling events.

### Project Experience

**Northrop Grumman, Centennial, CO.** Project Chemist. Performed groundwater investigation and sampling. Responsible for coordinating with the laboratories, validating VOC and PFAS data, updating the QAPP, and writing data validation reports.

**General Services Administration, Denver Federal Center Sites 04A and 14N, Long-Term Monitoring, Denver, CO.** Validation Chemist. Providing laboratory coordination, validating laboratory data in accordance with the QAPP, and preparing the data validation report. Provides support for investigation-derived waste for disposal, in accordance with the Resource Conservation and Recovery Act.

**Confidential Client, HI.** Project Chemist. Performed emergency response and long-term monitoring related to PFAS and fuel releases. Responsible for quality assessments, laboratory coordination, and coordination of data management.

**Confidential Clients, CA.** Project Chemist. Coordinates with several oil and gas clients in response to the California Water Board's order for PFAS sampling. Responsible for laboratory coordination, validation, and writing QAPPs.

#### **Southern California Edison Company, San Onofre Nuclear Generating Station, CA.**

Validation Chemist and Data Reporting Team key member. Coordinates laboratory and validation of PFAS, organic, and inorganic constituents.

#### **Multiple Oil and Gas Clients, Various California Sites.**

Chemistry Team key member. Works in response to the statewide order for PFAS sampling across oil and gas sites. Her responsibilities include writing the associated QAPPs, coordinating the laboratory, data evaluation, and writing the associated data validation reports.

#### **Holloman/Kirtland/Luke/Canon Air Force Bases.**

Project Chemist and Technical Lead. Performs environmental investigation work at Holloman, Kirtland, Luke, and Cannon Air Force bases. Responsible for laboratory coordination and procurement, validating the data received in accordance with the QAPPs, and writing the associated reports for state and federal review. Assists with groundwater, soil, and vapor sampling and serves as sample manager at Holloman Air Force Base. Writes Uniform Federal Policy-optimized QAPPs for the projects, supporting the associated interim measures and long-term monitoring reports, and provides support for investigation-derived waste for disposal, in accordance with the Resource Conservation and Recovery Act.



## Dwight Parks

### Technical Specialist: Chemistry/Data Management

#### Education

MS, Computer and Information Science, University of Denver, 2002  
 BA, Zoology, University of New Hampshire, 1989

#### Years of Experience

With AECOM: 19  
 With Other Firms: 15

#### AECOM Title:

Environmental Scientist V

#### Licenses/Registrations

N/A

#### Training/Certifications

Object Oriented Application Development, 2001

### Summary

Mr. Parks has 19 years of experience in environmental chemistry and laboratory data management. He specializes in development and implementation of systems for collection and analysis of environmental data related to remediation of hazardous waste sites.

### Project Experience

**U.S. Army Corps of Engineers, Pueblo Army Chemical Depot, Pueblo, CO.** Data Manager. Responsible for management of electronic data in support of chemistry validation projects for the Pueblo Chemical Depot. Provides tracking and database management for analytical data analyzed by contract and on-site laboratories. Relevant technologies include Microsoft Access, an Oracle 8.0 database, Microsoft Excel, and Visual Basic for Applications (VBA), Structured Query Language (SQL), and ErpTools 4.0.

**Platte River Power Authority, CCR Ash: BAT Groundwater Program, Fort Collins, CO.** Data Manager. Responsible for receiving analytical results from the lab in an acceptable EDD format. The data are verified for general quality/adherence to what was recorded by field staff. Edits are made as needed. Data are uploaded to EQUIS, where quality assurance reports are created for chemists. AECOM chemists perform data validation on the laboratory data, and the validation results are uploaded back to EQUIS. Final reports are generated for the client.

**Confidential Petroleum Company, 2016 Oil Field Operations Pit Closure, Rangely, CO.** Data Manager. Responsible for receiving analytical results from the lab in an acceptable EDD format. The data are quality control checked for general quality/adherence to what was recorded by field staff. Edits are made as needed. Data are uploaded to EQUIS, where quality assurance reports are created

for chemists. AECOM chemists perform data validation on the laboratory data, and the validation results are uploaded back to EQUIS. Final reports are generated for the client.

**U.S. Air Force Center for Engineering and the Environment, Electronic Data Support, AFP 44, AZ.** Data Analyst. Responsible for management of electronic data in support of AFP 44. Provides database management related to the AFP 44 for analytical data analyzed by contract laboratories. Relevant technologies include Microsoft Access, an Oracle 9i database, Microsoft Excel, and VBA, SQL, and ErpTools 4.0.

**U.S. Army Corps of Engineers Mobile, A-E Services 2012-2017, Groundwater Monitoring at Fort McClellan, AL.** Senior Data Manager. Receiving analytical results from the lab in an acceptable EDD format. The data are quality control checked for general quality/adherence to what was recorded by field staff. Edits are made as needed. Data are uploaded to EQUIS, where quality assurance reports are created for chemists. AECOM chemists perform data validation on the laboratory data, and the validation results are uploaded back to EQUIS. Final reports are generated for the client. Additional responsibilities include uploading the data to the Army's ERIS database.





**Justin Henry, PG**  
Field Staff

<p><b>Education</b> BA, Geology, Western State College, 2006</p>	<p><b>Years of Experience</b> With AECOM: 10 With Other Firms: 2</p>	<p><b>Licenses/Registrations</b> Professional Geologist, Wyoming #3313</p>	<p><b>Training/Certifications</b> OSHA 40-Hour HAZWOPER OSHA 8-Hour HAZWOPER Supervisor PFAS sampling</p>
	<p><b>AECOM Title:</b> Geologist III</p>		

**Summary**

Mr. Henry is an environmental scientist and professional geologist with 12 years of experience in environmental consulting and a strong technical background in geology. He has experience working on logistically complex site assessment and remediation projects. His experience covers all phases of project life-cycle, including scope and remedial action plan development, preliminary assessments, well installation—including multiple drilling techniques, such as direct-push, hollow-stem auger, air rotary, and mud rotary—and site investigation, with extensive experience in soil and groundwater sampling methods, such as low-flow, hydrasleeve, passive diffusion bags, bailers, and submersible pumps.

**Olivia Helinski, EIT**  
Field Staff

<p><b>Education</b> BS, Civil Engineering, Salzburg Kulturprogramm (Study Abroad) Austria, 2019</p>	<p><b>Years of Experience</b> With AECOM: 1 With Other Firms: 3</p>	<p><b>Licenses/Registrations</b> Engineer-In-Training, #97846EI</p>	<p><b>Training/Certifications</b> OSHA 40-Hour HAZWOPER PFAS Sampling Training and Certification</p>
	<p><b>AECOM Title:</b> Entry-Level Environmental Engineer</p>		

**Summary**

Ms. Helinski is an environmental engineer, experienced in performing groundwater sampling in accordance with CDPHE requirements and the U.S. Environmental Protection Agency’s coal combustion residuals rules. She conducts field work to characterize the nature and extent of light non-aqueous phase liquid, and she samples sludge and groundwater impacted by PFAS. She analyzes historical and current data for site characterization, in the form of current conditions reports, and she drafts annual reports specific to each site, for regulatory compliance. She also proposes immediate next steps and outlines long-term goals in corrective action plans.



**Maureen MacDonald**  
**Project Scientist (PDL)**

<b>Education</b>	<b>Years of Experience</b>	<b>Licenses/Registrations</b>	<b>Training/Certifications</b>
N/A	With AECOM: 16 With Other Firms: 11	AECOM Project Approver Certification	Financial Responsibilities for Managers Active Operations Management
	<b>AECOM Title:</b> Operations Portfolio Delivery Leader		

**Summary**

Ms. MacDonald is a project manager in AECOM’s Sydney office with more than 22 years of management experience related to project execution. Her project management core responsibilities include planning, execution, and monitoring project controls through the entire life-cycle of small to large-scale projects. Maureen's specialties include coordinating project controls using AECOM’s Integrated Project Management System; Quality Management System (QMS); project delivery system; and subcontractor and risk management tools (e.g., SUBPORT). She also is the local quality lead, supporting AECOM’s QMS, and she works closely with regional finance, supporting project managers with financial support.

**Trix Pangan**  
**Accounting (Project Controls)**

<b>Education</b>	<b>Years of Experience</b>	<b>Licenses/Registrations</b>	<b>Training/Certifications</b>
BS, Business Administration Major in Management, Dalubhassan ng Lunsod ng San Pablo, 2009	With AECOM: 2 With Other Firms: 0	N/A	N/A
	<b>AECOM Title:</b> Junior Project Controller		

**Summary**

Ms. Pangan functions as a project controller, with 2 years of experience in the role. Her responsibilities include collaborating with project managers to guarantee smooth project execution, and to oversee financial status during the execution phase. Furthermore, she helps with tasks directly linked to AECOM's project control procedures.



**LaTonya Coleman**  
**Accounting (Procurement)**

<b>Education</b>	<b>Years of Experience</b>	<b>Licenses/Registrations</b>	<b>Training/Certifications</b>
BS, Mechanical Engineering, Florida Agricultural and Mechanical University, 1997	With AECOM: 6 With Other Firms: 0	N/A	N/A
	<b>AECOM Title:</b> Procurement Specialist V		

**Summary**

Ms. Coleman is a subcontracts administrator with experience awarding subcontracts for services that support AECOM business efforts. She works with project managers to ensure that compliance with internal procurement policies is followed. Furthermore, she conducts negotiations with subcontractors on terms and conditions, price, and schedule, as well as provides support for other tasks directly related to AECOM's procurement processes.

## **Theresa Sorrells, President**

### Position at Alpine

Theresa has been a principal owner of Alpine Remediation, a certified woman owned business, since its inception. In the 20 years since its start, Alpine has gained a reputation as a respectable drilling & remediation company known throughout the region for their field knowledge & outstanding customer service. Theresa has accomplished this by creating an environment where top-notch employees are treated well & respected for their contributions. Alpine has several employees that have been with the company well over 10 years. Instead of highly experienced employees transitioning to the office, Alpine keeps them in the field bringing their years of knowledge and experience to each individual site.

### Years with Alpine Remediation

20

### Education

B.S. in Chemistry, 1992, California State University, Chico

M.S. in Environmental Science and Engineering, 2005, Colorado School of Mines

### Experience

Ms. Sorrells began working in the environmental field in 1994. Her career began as a field chemist for GEO Environmental where she worked on numerous sites throughout the country. In 1997, she became a Senior Chemist for TEG-Southeast, later known as ESN-Southeast where she helped establish a new and expanding office.

In 1998, Theresa started as a Lab Manager for Millennium Laboratories, Inc. of The Woodlands, TX. In her four years at Millennium, Ms. Sorrells managed the laboratory, performed instrument maintenance, and approved reports before their final submission to clients.

In 2001, Alpine was launched. Since starting Alpine, Theresa has been responsible for all office operations of the business, from writing proposals to making decisions on equipment and employees. One of her roles at Alpine is to take the client's ideas and figure out how to implement them in the field. Theresa does this by communicating with the clients to better understand their objectives while also discussing equipment and techniques that can be used to meet those goals. Theresa then works with the field crews to come up with the appropriate equipment and techniques to complete each project well. She also goes in the field when needed to perform site investigations, operate direct-push rigs, and provide injection support when necessary. These days in the field give valuable insight into how the field crews operate and what it really takes to maintain Alpine's excellent reputation.

Theresa was an active member of the ITRC committee "*Optimizing In Situ Remediation & Injection Strategy*"

**Jeff Baker - (510) 385-8268 Jeff@alpineremediation.com**

In his roles at Alpine Remediation Jeff is responsible for all aspects of client relations and project delivery as well as Health and Safety.

- Responsible for Implementation of procedures necessary to ensure consistency of services and safety for all projects.
- Interacts regularly with clients and project stake holders.
- Develops and enforces safety protocols and best practices and regularly conducts on-site health & safety inspections and filed observations.
- Proven track record of safely and efficiently monitoring and controlling the progress of high-profile projects ranging from active and former Military bases to private sector projects.

**REPRESENTATIVE PROJECT EXPERIENCE**

**PG&E - Hinkley, CA / Topock, AZ:** Mr. Baker worked closely with senior client representatives and a variety of stakeholders’, as well as field support staff through-out the project to address concerns and manage not only reporting requirements but production and safety goals. Mr. Baker coordinated, directed and oversaw all aspects of the multiphase drilling projects, which required continual communication and coordination with all parties involved to ensure project objectives and benchmarks are being met.

**United States Geologic directed,USGS) - East Falmouth MA:** Mr. Baker coordinated, directed and oversaw all aspects of this project which was comprised of Sonic soil sampling and well construction. Tasks included scheduling of sub-contractors and equipment, daily progress reporting and health and safety reporting. As the Senior Project Manager, Mr. Baker worked closely with USGS staff through-out the project to address concerns and manage not only reporting requirements but production and safety goals.

**Site 29, Concord Naval Weapons Station – Concord, California:** Project Manager. Mr. Baker coordinated, directed, and oversaw all aspects of this seven (7) month project which ran continuously from 5/2014 through 12/2014 and was comprised of over 300 direct push injection locations ranging in depths from 43 ft bgs to 95 ft bgs. Tasks included scheduling of crews and equipment, maintenance, managing tooling inventory, injection plant moves, daily progress reporting and health and safety reporting. As the Project Manager, Mr. Baker worked closely with CNWS support staff, client representatives and the Navy’s health and safety team through-out the project to address concerns and manage not only reporting requirements but production and safety goals.

**Other Projects Include:**

- AECOM, NM – BOS injections
- Tetra Tech, WA – McChord AFB Permanganate injection
- ERRG, CA – Ferrous Sulfate/Acidified Iron injection
- AECOM, NY – Camp Hero Well Installations
- CB&I, CA - Hunter’s Point Sodium Lactate Injections
- CH2M Hill, CA – Honeywell Cheese Whey/EVO injection
- Langan, CA - Activated Persulfate injection
- CDM-Smith, NJ- EVO Injections (Superfund Site)
- CDM-Smith, NY- Drilling and DPT Sampling Programs

**Years of Experience**

23

**Years with Alpine Remediation**

2.5

**Employment History**

Alpine Remediation, Inc  
Client Relations  
October 2021 to present.

TWS Environmental, LLC  
Program Manager  
July 2015 to August 2021

Vironex Inc.  
In-Situ Remediation Manager  
2007 to July , 2015

Vironex Inc.  
Northern and Southern CA  
Regional Sales  
2005 – 2007

Vironex Inc.  
Environmental Field Tech  
2001 -- 2005

**Professional Certifications**

Candidate for Project Management Professional (PMP) Certification

**Training**

OSHA HAZWOPER with annual 8-hour refreshers

OSHA HAZWOPER Site Supervisor

OSHA 10-hour Construction Health & Safety Training

GSSI- Radan 7- Theory and Practice of Applying Subsurface Interface Radar in Engineering and Geophysical Investigations

Staking University – Theory and Practice of Electro-Magnetic Locating

American Red Cross, First Aid and CPR Certified

Princeton Groundwater Remediation Course-2007

Geoprobe MIP Specialist Certification - 2004



PROFESSIONAL RESUME

<b>a. Name, Title &amp; Local Company Address:</b>				
Lee Shorey Director, Waste Projects 42 Longwater Drive Norwell, Massachusetts 02061				
<b>b. Project Assignment</b>				
<b>c. Corporate Address:</b>				
Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061				
<b>d. Years Experience – With This Firm:</b>	12	<b>With Other Firms:</b>	0	
<b>e. Education: Degree(s) / Specialization &amp; Licenses / Registrations</b>				
<ul style="list-style-type: none"> <li>• B.S Environmental and Occupational Management with a Concentration in Regulatory Compliance</li> <li>• High School Diploma</li> </ul>				
<b>f. Other Experience and Qualifications Relevant to the Proposed Project:</b>				
<ul style="list-style-type: none"> <li>• LabPack Chemist Training</li> <li>• Unknowns / Fingerprint Testing Training</li> <li>• Reactive Materials Technician</li> <li>• Technically Competent on various computer applications</li> <li>• Waste Tracking/Waste Characterization/Paperwork Preparation for Waste Shipment</li> <li>• Project Management Experience</li> <li>• Shipping waste via rail (gondola, flat car, tanker) and over the road</li> </ul>				
<b>g. Major Project Experience:</b>				
<ul style="list-style-type: none"> <li>• Newport News Shipyard – SGCC – Newport Nes, VA: Project Manager. Coordinated transportation and disposal of over 1,000,000 gallons of hazardous rinse water to the Clean Harbors Sarnia Ontario incinerator.</li> <li>• BASF – Palmyra, MO: Project Manager. Managed over 1.6mm pounds of waste requiring specially lined &amp; heated over the road tankers for disposal.</li> <li>• P&amp;G / WSP – Avenal, NJ: General Manager. Oversaw 12,000 tons of waste shipped via rail gondolas from NJ to the CHES Lone Mountain landfill.</li> <li>• NRP – Jersey City, NJ; General Manager. Worked with CHES Project manager to ship out drummed soil containing white phosphorus to CHES El Dorado incinerator as well as over 8,000 tons of soil via rail to Clean Harbors Lone Mountain.</li> </ul>				
<b>h. Environmental &amp; Health and Safety Training:</b>				
<ul style="list-style-type: none"> <li>• OSHA 40 Hr. Hazwoper</li> <li>• DOT / FMSCA Training</li> <li>• First Aid / CPR</li> <li>• eRailSafe</li> </ul>				



# Philipp Hummel, PLS, CFEDS, CP

📍 391 Inverness Pkwy | Suite 300 | Englewood, CO 80112

☎ 303.627.4058 @ phummel@compassdatainc.com

🔗 <https://www.linkedin.com/in/philipphummel/>



## SUMMARY

Philipp Hummel has provided surveys and control for an extensive number of projects in the US and around the world. Providing geodetic consulting in conjunction with NGS for County and State surveys. Mr. Hummel is a member of the Professional Land Surveyors of Colorado, member of ASPRS (American Society for Photogrammetry and Remote Sensing), and a member of the DVW (German Surveyor Association). Mr. Hummel has published papers on remotely sensed ground control points (RSGCP™), calibration sites for airborne sensors and ground control for imagery.

Vice President Philipp has been with CompassData for 13 years, totaling 29 years of experience.

## EXPERIENCE

- **New York City Aerial Ground Control - Contracts with Aerometrex - Technical Director** - CompassData surveyed Ground Control Points (GCPs) in Lower Manhattan (2021) and East Village (2022). A dense network of high-accuracy GCPs was established for commercial contracts. The work required network accuracy to be within 2cm to georeference very high-resolution imagery. The projects success in resulting 3D model and 2cm Ground Sample Distance led to a follow up contract in 2022.
- **USGS NRCS Oregon LiDAR Control - Contracts with Quantum Spatial - Quality Manager and Technical Lead** - A regional contract to conduct a large-scale survey of 260 GCPs for ground control and Verification of LiDAR datasets in Northern Oregon. The work was considered high risk due to the fast approach of winter. Survey crews had to be deployed and coordinated quickly to accomplish the coverage of a large, remote area in northern Oregon.
- **Cheyenne, WY Airport Runway Protection Zone (RPZ) Solution - Contracts with AVI - Technical Director** - CompassData was contracted by AVI to acquire, process, and deliver high-resolution and high-accuracy imagery with derivative products over the Cheyenne Regional Airport (KCYS). CompassData worked closely with AVI and KCYS to coordinate the image acquisition which was done with the CompassData aerial POD system mounted to a Cessna. Additionally, CompassData deployed its mobile mapping system for supplemental data to create a solution by fusing geospatial data. Mr. Hummel worked closely with AVI and the prime contractors' geospatial engineers to plan and execute all ground surveys related to the aerial acquisition.

## ADDITIONAL PROJECTS

- USGS Flood/Hurricane Response | Colorado and New Jersey
- Natrona County 3rd Party QA/QC
- Grainger Topographic Survey | Denver, CO
- Summit Utilities Natural Gas | Pipeline Locating and Surveying | Colorado & Missouri
- Airport Runway Protection Zone Aerial Survey | Cheyenne, WY
- CA Transmission & Distribution LiDAR Backpack Mapping | CA

## EDUCATION

- Master of Land Surveying, Geodesy, Remote Sensing and Photogrammetry, University of Karlsruhe, Germany
- Continuing Educational Credits through the BLM CFED Program
- Continuing Educational Credits through the Professional Land Surveyor of Colorado

# W. Hayden Howard

📍 391 Inverness Pkwy | Suite 300 | Englewood, CO 80112

☎ 303.912.9876 @ haydenh@compassdatainc.com

🔗 <https://www.linkedin.com/in/haydenhoward/>



## SUMMARY

Hayden Howard is the Executive Vice President, Member of the Board of Directors, and Stockholder for CompassData, Inc. As part-owner of CompassData, Hayden is highly dedicated to the success of all mapping projects. Over the years, Mr. Howard has completed all roles from Lead Surveyor to Survey Manager with experience in collecting field data, training surveyors, and managing field methodologies. Mr. Howard has collected data in multiple countries at various extents of the Earth in addition to completing post-processing and final deliverables of large national and international projects.

Executive Vice President Hayden has 22 years of experience with CompassData.

## EXPERIENCE

- **KAPA Centennial Airport Imagery and AMDB - Contracts with Centennial, CO - Project Manager** - CompassData coordinated the acquisition of 3-inch resolution aerial imagery, collected Ground Control Points used to improve spatial accuracy, and delivered final orthomosaic products. CompassData also conducted the image block adjustment, created auto-correlated Digital Elevation Models, and produced the spatially accurate orthorectified imagery used to digitize the AMDB. Accuracy of orthorectified imagery was verified using our FAA DO-200-certified process.
- **UAS LiDAR Umatilla Birch, OR - Contracts with Quantum Spatial - Project Manager and Technical Lead** - UAV-Lidar project covering an area over 1,000 acres. After gaining FAA waivers, a DJI Matrice 600 equipped with a Riegl MiniVUX was flown in controlled airspace. A LANCE application was filed and granted for this project. Mr. Howard managed logistics, survey methodology based on planning CORS efficacy and field access. Challenges were overcome daily and throughout the entirety of acquisition, processing, and delivery.
- **Lower Manhattan, New York City, NY - Contracts with HERE - Project Manager** - Acquire, process, and deliver high-resolution and high-accuracy Ground Control Points in Manhattan to support Mobile Mapping efforts toward autonomous driving and navigation. CompassData worked with their own Mobile Mapping system, knowing expectations and challenges to be successful. Surveying in Manhattan with GPS and Total Station was necessary to access urban canyons. Complex network adjustments optimizing accuracy were performed to deliver accurate coordinates in a one-off, customized delivery. QC processes needed to be modified to fulfill CompassData's quality standards.

## ADDITIONAL PROJECTS

- Town of Dillon, CO Mobile Mapping, LiDAR, and SUE-quality construction project
- USGS NRCS Oregon LiDAR Control
- GPS Survey in Northern Alaska
- Winter Park field Survey with GPS, Electric Bike, and Manned LiDAR
- City of Centennial Parks mobile Lidar Backpack Mapping | CO
- CA Transmission & Distribution LiDAR Backpack Mapping | CA

## EDUCATION

- B.S., Land Use Management, GIS/Aviation Meteorology Concentration, Metropolitan State College Of Denver



## **Zack Allen – Senior Estimator**

Phone: 720-490-1511

Email: [Zack@duinc.work](mailto:Zack@duinc.work)

Experience: 5 years with Diversified Underground

Diversified Underground Inc.

Foreman: 5/2017-2/2022

Estimator: 2/2022-Present

### Skills:

The ability to utilize over 5 years of industry field experience to provide accurate and competitive estimates to a variety of customers. Communicate with customers regarding logistics and scheduling of tasks during a project. Work daily with customers and Diversified Underground field managers to ensure projects stay on schedule and under budget. Stay in constant contact with the customer and Diversified Underground field managers for the duration of the project.

## **Brian Spurgeon – Senior Project Manager**

Phone: 720-579-2891

Email: [brian@duinc.work](mailto:brian@duinc.work)

Experience: 14 years, 7 years with Diversified Underground, Inc.

Diversified Underground Inc.

Operator/Foreman: 2/2017-8/2021

Project Manager: 8/2021-Present

### Skills:

The ability to utilize over 14 years (7 years with Diversified Underground) of industry field experience to effectively manage hydro excavation crews during and prior to SUE projects. Communicate with customers regarding logistics and scheduling of daily tasks. Maintain safety and industry standards to ensure projects stay on schedule and under budget. Stay in constant contact with the customer and Diversified Underground estimators for the duration of the project.



# Vince Kowalick

## Technical Manager

751 Pine Ridge Rd., #100

Golden, CO 80403

(720)990-7483

vkowalick@eaglesynergistic.com

## Key Skills

Project Management

Regulatory Compliance

Mentoring Innovation

Marketing

Vince graduated from Juniata College of Huntingdon, PA with a degree in Environmental Science. Through his studies, he focused on Geographic Information Systems, water resources and sustainability. Vince made the decision to relocate out West from Philadelphia in order to be a part of the larger environmental sustainability scene, where he felt he could make more of an impact. His main goal of working to help the water crisis on this side of the country is what led him to Eagle Synergistic. In the start of 2019, he joined the team excited to take on the powerful and fulfilling work of helping the overall cleanup of subsurface contamination. Vince specializes in creating 3D visual models of contamination plumes, subsurface lithology, and permeability below ground surface. Before joining Eagle Synergistic, he worked as part of an Environmental Operations team for Vail Resorts. There he managed on-site environmental education and sustainability practices around the mountain. Vince has completed his 40 HR HAZWOPER and Geoprobe's MIHPT, OIHPT, HPT and Low Level MIHPT training. He has over 5 years' experience working on multiple sites including DOD sites, federal, state, EPA, UST's, manufacturing, and fleet service.

## Professional Experience

---

5 years as HRSC Specialist, 3D Modeling Manager and now Technical Manager at Eagle Synergistic

1 year Environmental Operations Team at Vail Resorts

## Education

---

Juniata College

BS – Environmental Science

## Certifications

---

40-Hour HAZWOPER

Annual 8-Hour HAZWOPER Refreshers

Safeland

CPR, First Aid

HASC Safety Basic Plus

HRSC Geoprobe Operator Certification

## EXHIBIT B - Key Personnel



# Colton Laffey

## Operations Manager

751 Pine Ridge Rd., #100

Golden, CO 80403

(720)788-1406

cjlaffey@eaglesynergistic.com

## Key Skills

Project Management

Regulatory Compliance

Mentoring Innovation

Report Writing

Oversees Logistics

Colton has a degree in Biology from Lake Forest College of Lake Forest, IL. After graduation, he worked as a Field Technician where he conducted field research for the University of Idaho. He then moved on to become a Lead Field Technician for an environmental company that also utilized volatile detections. There he learned mastery skills in project management, safety procedures and effective empirical testing in accordance with EPA regulations. Through his fieldwork, he was able to develop skills in scientific processes, laboratory work, equipment troubleshooting, and data recording and analysis. Colton joined Eagle Synergistic as a HRSC Technician to be a part of a company that cares about its employees and the environment. His qualifications make him an important part of the company. Since his start in 2019 with Eagle Synergistic, Colton continues to use our subsurface imaging tools and detectors to provide our clients with the tools necessary for an optimal remediation phase. He is OSHA, MSHA certified and has completed his 40 HR HAZWOPER and Colorado Safety Association training. Colton has over 5 years' experience with Eagle Synergistic working on DOD sites, Federal, State, EPA, refineries, USTs, manufacturing, fleet service, PFAS, LNAPL, BTEX, Chlorinated solvents, MTBE, Power Plants, Gold Mines, Chemical Plants, and more.

## Professional Experience

---

Combination 5 years as HRSC Specialist, and Operations Manager for Eagle Synergistic

4 years Lead Environmental Technician

## Education

---

Lake Forest College

BS – Biology

## Certifications

---

40-Hour HAZWOPER

Annual 8-Hour HAZWOPER Refreshers

Safeland

CPR, First Aid

HASC Safety Basic Plus

HRSC Geoprobe Operator Certification

**CHARLES L. JECMINEK**

**Elite Drilling Services, LLC**

**PROFESSIONAL EXPERIENCE**

Mr. Jecminek has over 46 years of experience in drilling. He has been lead driller on numerous geotechnical and environmental projects involving routine soil and rock drilling with fluid and air, standard penetrometer testing as well as sophisticated drilling, sampling, and in-situ testing methods. Specialized work performed by Mr. Jecminek, includes large diameter water wells, oil and gas wells to 15,000 feet, installation of groundwater monitoring and large diameter recovery wells, piezometers, inclinometers, settlement devices, field resistivity testing, pressure meter testing, cone penetrometer tests, soft and hard rock coring as well as formation packer testing to depths of 400 feet.

Mr. Jecminek has provided services within numerous states including, Colorado, Idaho, Iowa, Kansas, Montana, Nebraska, New Mexico, Texas, Utah, Virginia, and Wyoming.

**PROJECT EXPERIENCE**

**Farthing Ranch Reservoir Wyoming 9/2019-10/2021**

Rock study for future quarry. Coring utilizing HQ

**The Glade Reservoir- Ted’s Place, CO 4/2018-10/2018**

Built access Roads. Performed coring, packer tests, and Piezometer installations for phase 2 of Dam construction.

**Denver Federal Center – Lakewood, CO 8/1999-2017**

Mr. Jecminek has performed services on numerous sites at the Denver Federal Center since 1999. He has lead drilling involving double cased wells, over 150 wells with up to 90-feet of surface casing, Geoprobe testing, and the installation of over 100 monitoring wells.

**Southern Delivery System – Colorado Springs, CO 1998-2002**

Performed coring and packer testing, piezometer installation, and borrow area drilling also 200 miles of pipeline. The dam and reservoir will serve as a regional water delivery system, bringing water from the Arkansas River to Colorado Springs, Fountain, Security and Pueblo West with the upper Williams creek dam that will hold over 30,000 acre feet of water.

**Rocky Mountain Arsenal – Commerce City, CO 1991-2007**

Performed monitoring and recovery of wells at the former United States chemical manufacturing center. Project included 1-inch to 12-inch wells over 18 years, rehabilitation of 2-inch to 12-inch wells; injecting screens with biofouling chemicals, scrubbing and surging the wells, performing pump tests, and cleaning and disinfecting bailers. Also abandoned 30,000 feet of 2-inch to 10-inch wells for 2003 to 2006. A significant amount of work was performed in Level C and B personal protective equipment.

**Future Power Plant, Tri-State Power District Dam – Holly, CO 9/2005-11/2005**

Performed coring, packer testing and piezometer installation. The reservoir will hold approximately 30,000 acre feet of water for the future power plant.

**Former WWII Weapons Manufacturing Plant – Denver, CO 2004-2008**

This plant was used to produce torpedo’s during World War II. During operation, solvents and NAPLES leaked into the groundwater. Numerous recovery wells have been installed to clean the groundwater. Mr. Jecminek provides on-going services that include pulling pumps, applying a descaler, brushing screens, baling out scale and sediment, flushing the well and resetting the pumps. Services are performed on approximately 30 wells each year on wells that range from 4- to 10-inches in size.

**Certifications**

*Certified Geotechnical Driller*

*40 Hour OSHA Hazardous Waste Operations Training and Supervisor Training*

*CPR/Safety First Aid*

*MSHA*

**Work History**

*Elite Drilling Services LLC  
Managing Partner 2014-present  
(9+ years)*

*High Plains Drilling, A Terracon Company: Office Manager, 2008 - 2014*

*High Plains Drilling, Owner Operator, 1997-2008*

*Geotechnical Services, Lead Driller Rock Mountain Region, 1989-1997*

*Oil and Gas, Roughneck and Driller, 1983-1989*

*Lane Western, Rig Hand and Pump Man, 1981-1983*

*Rival Exploration, Roughneck, 1979-1981*

*Gardner Denver, Experimental Test Engineer, 1978-1979*

# DANIEL H. WESTBROOK

## DRILLER

## Elite Drilling Services, LLC

### PROFESSIONAL EXPERIENCE

Mr. Westbrook has 20 years of drilling experience. He has been lead driller on numerous geotechnical and environmental projects involving routine soil and rock drilling with fluid and air, standard penetrometer testing, as well as sophisticated drilling, sampling, and in-situ testing methods. Specialized work performed by Mr. Westbrook includes piezometers, inclinometers, and settlement devices, field resistivity testing, pressure meter testing, cone penetrometer tests, soft and hard rock coring as well as formation packer testing to depths of 400 feet.

Mr. Westbrook has provided services within numerous states including Colorado, Idaho, Kansas, Missouri, Montana, Nebraska, New Mexico, Texas, Utah, Wyoming, Pennsylvania, Alabama and Tennessee.

### PROJECT EXPERIENCE

#### **Glade Reservoir (April 2018 – September 2018) Teds Place, CO**

Performed coring and packer testing, piezometer installation, and borrow area drilling, Drilled numerous core holes

#### **Southern Delivery System (June 2001- 2015) – Colorado Springs, Colorado**

Performed coring and packer testing, piezometer installation, and borrow area drilling, Drilled numerous core holes at the base of Pueblo Reservoir dam for the new outlet works. The new dam and reservoir will serve as a regional water delivery system, bringing water from the Arkansas River to Colorado Springs, Fountain, Security and Pueblo West with the upper Williams creek dam that will hold over 30,000 acre feet of water.

#### **Rueter-Hess Dam and Reservoir (April 2002 – August 2009) – Parker, Colorado**

Performed coring, packer testing, piezometer installation, and borrow area drilling in over 100 areas. The Rueter-Hess dam and reservoir spans more than 16,000 acres, and was planned to be expanded to over 70,000 acres feet of water in 2011. As part of the project, eight test borings were advanced to depths of about 200 feet at 45 degrees within the dam abutments. Piezometers were also installed within the angled test borings.

#### **Rocky Mountain Arsenal (August 2002- December 2004) – Commerce City, Colorado**

Performed monitoring and recovery of wells at the former United States chemical manufacturing center. Project included 1-inch to 12-inch wells over 18 years, rehabilitation of 2-inch to 12-inch wells; injecting screens with bio fouling chemicals, scrubbing and surging the wells, performing pump tests, and cleaning and disinfecting bailers. Also abandoned 30,000 feet of 2-inch to 10-inch wells for 2003 to 2006. A significant amount of work was performed in Level C and B personal protective equipment.

#### **DiamonEx Exploration (2006) – Colorado**

Performed exploration drilling for the Australia based company, DiamonEx Exploration. Project included drilling three borings to 450 feet at 30 degrees from horizontal. H-sized coring equipment was advanced through granite bedrock using water-cooled diamond core barrels. The drilling started at the edge of three lakes in northern Colorado and extended below the lakes. In order to save time when the core bits became polished and dulled because of the quartzite within the granite, we were able to sharpening the core bits using a cement slurry.

#### **Future Power Plant, Tri-State Power District Dam (June 2008 – July 2008) - Holly, CO**

Performed coring and packer testing, and piezometer installation for the Tri-State Power District Dam. The reservoir will hold approximately 30,000 acre feet of water for the future power plant.

### Certifications

*Certified Geotechnical Driller*

*40-Hour OSHA Hazardous Waste Operations Training and Supervisor Training*

*CPR/Safety First Aid*

### Work History

*Elite Drilling Services LLC, Vice President of Drilling Operations, July 2014-present (9+ years)*

*High Plains Drilling, a Terracon Company, Driller, 2008-2014*

*High Plains Drilling, Lead Driller, 1998-2008*



# Team Resumes

Eugene Lynne



**Heath E. Hildebrand, PLS**  
Partner, Principal Surveyor

**Education**

Bachelor of Science in  
Geology/Chemistry  
July 1997  
University of South Dakota  
Vermillion, South Dakota

**Professional Registrations**

- ◇ Licensed Professional Land Surveyor State of Colorado PLS-38211
- ◇ FAA Certified UAS Pilot Certificate Number 4561873

8+ Years with Eugene Lynne  
(Since Aug 2015)

**EXPERIENCE**

Heath is a principal surveyor with 27 years of experience in public improvements and private development. He is a professional land surveyor licensed in Colorado. Heath has been a partner with Eugene Lynne since August 2015.

Mr. Hildebrand is leading the next generation of land surveyors with his combined office and field/construction experience. He has been involved in several airport surveys and understands the complexities, and safety constraints of working airside. He recognizes the extreme precisions required for airport design and rehabilitation and knows the importance of accurate existing infrastructure mapping. Heath stresses data management, which is a key element for project success and he believes that continuing education will bridge the gap between new technologies and practical surveying techniques resulting in accurate design mapping.

**AIRPORT PROJECT EXAMPLES**

**Denver International Airport, Denver, CO (DEN)**

- DEN Concourse B Repaving Project—As project surveyor, collected and assembled the terrestrial LiDAR, design and utility mapping.
- DEN 17L/35R Runway Rehabilitation Project—As project surveyor, developed the design survey for rehabilitation project.
- DEN Deice Pad—As field surveyor, performed data collection for design survey for Concourses A, B and C Renovations.

**Aspen-Pitkin County Airport, Aspen, CO (ASE)**

- East Side Infrastructure Development, Phase 3—Survey field manager responsible for the engineering design data collection to support a three-year phased project to relocate 4,000 linear feet of parallel taxiways with associated adjustments to aprons, drainage, vehicle parking, facilities and airfield lighting while minimizing impacts to commercial operations. Project also included design of 30,000 sf Airport Operations Center and associated infrastructure with an ARFF/SRE facility.

**Front Range Airport, Watkins, CO (FTG)**

- Field surveyor responsible for data collection and deliverable for hanger and taxiway design survey.

**Rocky Mountain Metropolitan Airport, Broomfield, CO (KBJC)**

- As project surveyor developed a parcel retracement survey for Gilbert Aerospace Lease Parcel for KBJC (formerly Jeffco Airport).

EUGENE LYNNE, LLC



**Julian Sisneros PLS,**

President/Director of  
Surveying & Mapping

**EXPERIENCE**

7 years with HCL  
17 years experience

**REGISTRATION**

Professional Land  
Surveyor, 38355, CO

**EDUCATION**

BS, Metropolitan State  
University of Denver, 2007

**AFFILIATIONS**

Professional Land  
Surveyors of Colorado  
(board member)  
Hispanic Contractors of  
Colorado

**PROFILE**

Julian has a diverse survey background that includes Public Land Survey System (PLSS) boundary surveys, route surveys, topographic surveys, ROW plan creation, American Land Title Association (ALTA) surveys, Static Control surveys, aerial photo control surveys, utility as-built collection, Improvement Location Certificate (ILC) surveys, and construction layout. Julian has extensive field and office experience and is proficient with office and field calculations. Julian is skilled at processing and interpreting extensive topographic field data and creating quality deliverables. He is experienced in GPS RTK and Static field and office processes and procedures, and is also proficient in solving boundary discrepancies and writing legal descriptions.

**RELEVANT EXPERIENCE**

- DEN Concourse A West Expansion, Denver, CO. Project Manager and Surveyor of Record responsible for the oversight of the topographic survey for the design of Concourse A West, as well as setting the survey control for interior 3D LiDAR scan of the basement level. Responsibilities included coordination with DEN Survey Section on following the protocols for setting secondary control, while using the DEN Low Distortion Projection (LDP) coordinate system. Coordinated closely with the client and DEN Operations to ensure all proper personnel were advised of our work activities. Managed the project's time, budget, scheduling and billing.
- DEN Concourse B West Expansion, Denver, CO. Project Manager for the construction staking services in which HCL provided a full-time crew for the design-build of Concourse B West expansion projects. Responsible for the oversight of all survey requests from client to ensure office staff and field staff were providing quality data to client. Also responsible for coordination with DEN Project Managers and Turner/Flatiron Project Managers to ensure that HCL maintained the schedule for the concourse expansion build-out.
- DEN Southwest Airlines Hangar - Survey, Denver, CO. Project Manager and Surveyor of Record responsible for the oversight of the topographic survey for the design of the new Southwest Hangar facility at DEN. Responsibilities included survey control, topographic survey, and underground utilities. In charge of the Q/A of all field and office tasks, and final deliverables.
- DEN Construction Office Complex, Denver, CO. Surveyor of Record responsible for the oversight of the topographic survey for the design of the parking facility. Responsibilities included survey control, topographic survey, and underground utilities. Coordinated with DEN Survey Section on following the protocols for setting secondary control while using the DEN Low Distortion Projection (LDP) coordinate system. Also in charge of the quality and accuracy of all field and office tasks and final deliverable.
- DEN Runway 16R-34L Rehab, Denver, CO. Surveyor of Record responsible for the surveying services for the rehabilitation of Runway 16R-34L at the Denver International Airport. Project included the use of Portland Cement Concrete Pavement (PCCP) removal and replacement, pavement markings replacement, joint sealant replacement, and airfield lighting replacement and upgrades, resolving any FAA Part 139 deficiencies. All work was designed to meet FAA standards and procedures.
- DEN United Airlines Cargo Facility, Denver, CO. Project Manager and Surveyor of Record responsible site design survey with spot elevations and contours, identifying all surface features and known utilities. The survey extended around a portion of the southwest exterior part of the facility and north along the west side of the building and included all concrete paved areas. The project included site design and layout for the rehabilitation of the pavement at the Air Cargo facility at DEN.





**Kim Martin PE,**

SUE Senior Project  
Manager

## EXPERIENCE

7 years with HCL  
28 years experience

## REGISTRATION

Professional Engineer, CO

## EDUCATION

BS, Southern Polytechnic  
State University, 2002

## PROFILE

Kim has more than 28 years of experience in the land surveying field. She has served as HCL's dedicated SUE engineer since 2021. Kim has managed the SUE information for over 35 municipal SUE projects including projects with the City and County of Denver, Denver International Airport, the City of Northglenn and many others. Kim has more than 20 years of civil engineering and design experience. Her resume includes multiple projects at Denver International Airport, singlefamily, multi-family, commercial sites, state and county highway projects, and industrial power plants. Her expertise includes roadway alignment and profile design; roadway corridor design; roadway intersection design; street improvements including curb, gutter, ramps, and sidewalks; overall site, detailed grading, and earthworks; detention pond design; storm and sanitary sewer layout; waterline design; and GESC/SWMP plan preparation.

## RELEVANT EXPERIENCE

- DEN Level 5A Roadway Rehab SUE, Denver, CO. SUE Senior Project Manager for the Subsurface Utility Engineering (SUE) portion of the roadway rehabilitation project and surveying services to support the final design of the Level 5A Roadway Rehab project at Denver International Airport. The Level 5A Roadway was the access and frontage road that is on the south side of the Airport Office Building. HCL contacted a combination of private (DEN GIS) and public (Denver Water and Xcel) utility owners to obtain the necessary maps and utility information to accurately depict the existing underground utilities.
- DEN Pikes Peak Parking Restoration Phase 2, Denver, CO. SUE Project Manager overseeing the subsurface utility engineering plans and verifying the underground utility locates to eliminate conflicts with the proposed design. HCL provided design survey services and Subsurface Utility Engineering (SUE) services for the DEN Pikes Peak Restoration Phase 2 project. The project scope included design and verification of all asphalt paved areas not included and constructed previously in Phase 1. The project involved the rehabilitation of the southern section of the Pikes Peak parking lot. All work was designed to meet FAA standards and procedures.
- DEN 75th and Gun Club Site Readiness, Denver, CO. SUE Project Manager for the project which included design survey services and Subsurface Utility Engineering (SUE) plans as well as test hole excavations to verify underground utilities to eliminate design conflicts for the DEN 75th and Gun Club Site Readiness Project. This project included the development of a site for a gas and convenience store. The operations were to feature electrical vehicle charging, fresh food options, curated local offerings, solar technology, efficient water systems, and an elevated building design with a roof deck for airplane and mountain viewing. DEN's responsibility for site readiness required utility connections to the limits of the site, reconfiguring an existing drainage swale, and ensuring adequate vehicular access.
- MHFD Uvalda Tributary Channel, Denver, CO. SUE Project Engineer responsible for overseeing the multi-faceted scope for the Mile High Flood District Channel Improvement project along Uvalda Street into the Rocky Mountain National Wildlife Refuge. The project required SUE and survey services to be performed in phases as the original scope was expanded and additional survey and utility information was required to verify the drainage design. Test holes were required to verify various utility crossing elevations and storm sewer pipes draining to the redesigned channel. Additional efforts were required to coordinate with the concurrent reconstruction and widening of the E. 56th Avenue road improvements project. Kim coordinated the QA/QC on the utility and test hole information as the new data was incorporated into the overall SUE plan set before the final submittal to the City.



## Mathew Barr, PLS

### Railroad Survey Expert

Mathew is a Principal and Managing Partner. Mr. Barr has more than 28 years of experience in the organization and management of small to large-scale survey and mapping projects in support of railroad, and right-of-way corridors. Mathew has managed and completed numerous control, mapping and ATLA survey projects throughout the Western US to support BNSF Railway, Union Pacific and Kansas City Southern Railway projects. Mr. Barr has worked and supplied his expertise in the railroad survey sector for over 18 years and is an expert in interpretation and review of historical railroad documents and railroad terminology with an emphasis on survey related matters.

### Relevant Project Experience

#### Union Pacific and BNSF – Tower 55 Improvements, Fort Worth, Texas

Tower 55 is a vital intersection for the national rail network, and it provides connectivity for freight and passenger travel between the West Coast, Midwest, Gulf Coast, Southeast, Canada and Mexico. SurvWest was contracted by BNSF Railway and Union Pacific Railroad to supply ground based mapping on various areas throughout the project corridor. SurvWest was also tasked with performing historical research and ALTA surveying services for approximately 56 property acquisitions along the corridor. SurvWest was tasked with surveying the original town site areas for the railroad and developing ownerships as they exist today along the historical lot lines. Mathew Barr was the Project Manager that conducted research, performed numerous surveys and was the railroad survey expert for BNSF and Union Pacific during acquisitions and mapping.

#### BNSF-ROW Pueblo Laguna Tribal Lands, New Mexico

SurvWest was contracted by BNSF Railway to provide research and survey analysis services for the BNSF – Pueblo Laguna (Laguna Tribal Lands) right-of-way, located in New Mexico (various parts). The project required the research of BNSF Rights-of-Way (both fee and easement) on the Pueblo Laguna Reservation. A Survey Analysis report was created to cover the project corridor, which delineated the complexities in the various areas for the determination of the railroad right-of-way. Although many of the areas have the same complexities and challenges, there are unique challenges in several areas were addressed in the overall report. The reports’ findings were then cross-referenced to be more focused in geographical area. The report was written and the additional notes provided based upon each BNSF right-of-way map. The final overall conclusions were presented to BNSF. BNSF had a federal mandate to complete and install electrical power to the ROW area (which covered approximately 68 miles); BNSF however was in a dispute with the Pueblo Laguna Reservation over the location of the railroad ROW. SurvWest was able to research all BNSF ROW both held in trust by the Federal Government for the Pueblo Laguna Reservation as well as the fee based ROW conveyed to the railroad based upon the Act of Congress.

#### Union Pacific-Hump Yard, Hearne, Texas

Union Pacific railroad was planning a hump yard near Hearne Texas over and across properties that have been in the same family in some cases for generations. Many of these properties had been divided and distributed within the family/families throughout the years and may or may not have been surveyed. There were numerous hostile owners and gaining access for boundary work and preliminary design would be very difficult. In some cases, multiple field crews (at Union Pacific’s direction) would be needed to survey various properties simultaneously as part of the project strategy. Dallas directed the research and abstracting for over 88 properties within the project footprint and for additional properties located off site. He worked with landowners to diplomatically coordinate access for field crews to complete work in necessary areas for both topo and boundary surveys. Mr. Barr completed the boundary surveys for 128 ALTA surveys and completed 22 miles of ROW to ROW design topography that was collected and used for the preliminary design.

#### Union Pacific-Great Salt Lake Easements, Box Elder County, Utah

Union Pacific railroad had originally procured lands, easements, and rights across the Great Salt Lake by Act of Congress, and the railroad was originally constructed across the Great Salt Lake prior to Utah statehood. In the 1950’s the original wood trestle bridge was removed, and the causeway was built. At that time, an easement was obtained from the State of Utah to construct, maintain and operate the causeway (Sept. 3, 1956) from approximately MP 740 to MP 752.5. Mr. Barr performed extensive research in Box Elder County and through the BLM public room and National Archives to locate all relative ROW documents and adjoining owners. Mr. Barr managed and completed the field survey to stitch together the ROW across the +/-20-mile-long project over and across the lake. Project control and boundary monuments were established/located at both sides of the lake and portions of the causeway were mapped to generate easements exhibits and descriptions. Mr. Barr served as an expert witness and railroad consultant to the attorney teams of Union Pacific for the year long dispute.

#### YEARS OF EXPERIENCE

28

#### YEARS WITH SURVWEST

14

#### EDUCATION

Northwest Kansas  
 Technical College, AAS,  
 1995  
 Engineering Technology

#### PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Land  
 Surveyor (PLS) CO-37967-  
 2005

#### PROFESSIONAL ORGANIZATIONS

AREMA (American Railway  
 Maintenance of Way  
 Association)  
  
 ARDA (American Railway  
 Development Association)  
  
 NSPS (National Society of  
 Professional Surveyors) -  
 verify

#### AREAS OF EXPERTISE

Surveying  
 Right-of-way  
 Boundary locations  
 Control  
 Easements  
 Title  
 Project planning  
 Quality control



## Daryl Schauer, PE

Senior Project Manager

### Professional Summary

Mr. Schauer has more than 40 years of experience in providing program/project management and civil engineering services. He has been providing subsurface utility engineering (SUE) services in the aviation industry for more than ten years. He has managed numerous landside and airside airport projects of varying size and complexity. His career has focused on the transportation industry, including various state departments of transportation (DOTs) and municipalities. Mr. Schauer has managed all quality levels of SUE projects and has been instrumental in assisting our clients mitigate utility damage and project risk. He is a committed team member with excellent program/project management and communication skills and a history of meeting program/project performance expectations. He capitalizes on opportunities, drives business forward, mentors staff, and provides direction and consultation to clients on the benefits of following the ASCE 38 Standards for utility engineering.

### Relevant Project Experience

**Runway 17R-35L, Dallas/Fort Worth International Airport (DFW), Austin Bridge & Road, DFW Airport, TX.** SUE Project Manager. SUE QL-A/B services at DFW Airport for the Runway 17R-35L Rehabilitation project. The project includes removal, replacement, and rehabilitation of the entire 13,000 LF long runway and intersecting taxiway pavement located nearest the 3 east side airfield terminals. SurvWest's SUE work is anticipated to be completed by 2025.

**Airfield Terminals B North, C North and GSE Northeast Ramp Efficiencies, DFW Austin Bridge & Road, DFW Airport, TX** –SUE Project Manager. SurvWest recently executed a contract with Austin Bridge & Road to perform SUE QL-A/B services at DFW Airport for the Airfield Terminals B North, C North and GSE Northeast Ramp Efficiencies project. SUE services were performed in the Terminal and GSE ramp improvement areas. SUE field services were performed inside of the existing Airfield Operations Area (AOA) during normal daytime and nighttime hours.

**Northeast End-Around Taxiway Package II, DFW, Zachry Construction Corporation, DFW Airport, TX.** SUE Project Manager. SUE QL-A and QL-B field services within active airfield and AOA.

**Runway 18R-36L Rehabilitation, DFW, Austin Bridge & Road, DFW Airport, TX.** SUE Project Manager. SUE QL-A and QL-B field services within active airfield and AOA.

**Northeast End-Around Taxiway Package III, DFW, Austin Bridge and Road, DFW Airport, TX.** SUE Project Manager. Survey of SUE QL-A and QL-B field services within active airfield and AOA.

**Northeast End-Around Taxiway Package III, DFW, Austin Bridge and Road, DFW Airport, TX.** SUE Project Manager. Survey of SUE QL-A and QL-B field services within active airfield and AOA.

**Years of experience**

40

**Years with SurvWest**

4

**Education**

B.S. Construction Engineering,  
North Dakota State University

**Professional Registrations/  
Certifications**

Professional Engineer  
TX #79332 – CO #0057767

**Professional Organizations**

American Society of Civil  
Engineers (ASCE)

**Areas of Expertise**

SUE  
Utility Coordination  
Civil Engineering  
Project Management

7483 W. OTERO PL. • LITTLETON, COLORADO 80128 •  
PHONE 303.904.2660 • E-MAIL KEN.GOFF@DONTDIGWITHOUTUCS.COM

## KENNETH H. GOFF

### WORK EXPERIENCE

---

2002-Present (22 years) Underground Consulting Solutions Denver, CO

*Director of Operations*

- Organize all new Start-up operations and implement hiring and training strategies.
- Manage field operations.
- Develop staffing guides to utilize training time efficiently and keep operations adequately staffed for workloads.
- Troubleshoot difficult locates and provide quality control for all field technicians.
- Provide detailed drawings of all engineering and survey locates.

2000-2002 FPS, Inc.

Denver, CO

*Manager*

- Operate a staff of 20 utility locate technicians, 4 fiber optic cable splicers and 2 office staff across 4 states.
- Responsibilities included hiring, scheduling job assignments, marketing business and bidding all potential contracts.
- Managed all cost control activities for company.
- Managed cost of labor and cost of sales to within .2% of target goals for 2 consecutive years.
- Quality control and troubleshooting of difficult locates.

1998-2002 UtiliQuest

Denver, CO

*Field Supervisor*

- Managed daily workload for 14 locate technicians.
- Documented and provided backup paperwork on all damaged utility investigations.
- Quality control and troubleshooting.
- Provided field training for new technicians.

### TECHNICAL EDUCATION

---

1986- US ARMY ELECTRONICS & COMMUNICATIONS SCHOOL

1986-1990 DEPT. OF DEFENSE - TELECOMMUNICATIONS

1990-1995 FACTORY CERTIFIED TRAINING SCHOOLS

1995-1998 CANON CERTIFIED TRAINING SCHOOLS





# MATT NORWOOD

DRILLING MANAGER

## PROFILE

Matt Norwood routinely conducts complex site investigations and geotechnical studies utilizing various types of drill rigs and complex drilling techniques; Routinely, Mr. Norwood operates and maintains drill equipment and geotechnical testing and sampling equipment for subsurface investigations. He routinely conducts investigations over rough and hilly terrain; performs solid-stem, hollow-stem, coring, and instrumentation installation; performs hazardous and non-hazardous material characterization; works around heavy traffic, dust, noise, fumes, moving machinery, muddy and rough drill sites, flowing and standing bodies of water; works in all weather conditions.

## CONTACT

 6455 E 56th Avenue  
Commerce City, CO 80022

 info@vinecolorado.com

 303.662.1166

 www.vinecolorado.com  
AECOM Environmental Site Remediation

## YEARS WITH VINE

20

### HIGHWAY

- C-470 EXPRESS TOLLED LANES EXPANSION
- I -225 RAIL LINE
- CENTRAL 70 WIDENING & ENVIRONMENTAL STUDIES

### DAM & RESERVIOR

- NORTH MICHIGAN CREEK RESERVOIR DAM
- BESTWAY POND E. SHORES GRAVEL PIT
- LOLOFF PIT
- HIGHLAND DITCH COMPANY, HIGHLAND 32 DAM
- CITY OF BRIGHTON KEN MITCHELL LAKE CELL 1

### MUNICIPAL

- ARKANSAS VALLEY CONDUIT
- DEN TAXIWAY DS EAST & DEICING PAD
- DEN UAL PARKING PAD
- DEN ON-CALL GEOTECHNICAL INVESTIGATION
- DEN GARDI REHABILITATION PROJECT BORROW SITE

## CERTIFICATIONS

- CLASS A CDL
- CPR/FIRST AID
- ERAIL SAFE
- UPRR
- 40 HOUR OSHA HAZWOPER
- HAZWOPER
- CONTRACTOR ORIENTATION



# OWEN POTTER

## LEAD DRILLING TECHNICIAN

### PROFILE

Owen Potter routinely conducts complex site investigations and geotechnical studies utilizing various types of drill rigs and complex drilling techniques; Routinely, Mr. Potter operates and maintains drill equipment and geotechnical testing and sampling equipment for subsurface investigations. He routinely conducts investigations over rough and hilly terrain; performs solid-stem, hollow-stem, coring and instrumentation installation; performs hazardous and non-hazardous material characterization; works around heavy traffic, dust, noise, fumes, moving machinery, muddy and rough drill sites, flowing and standing bodies of water; works in all weather conditions.

### CONTACT

 6455 E 56th Avenue  
Commerce City, CO 80022

 info@vinecolorado.com

 303.662.1166

 www.vinecolorado.com  
AECOM  
Environmental Site Remediation

### YEARS WITH VINE

12.5

#### HIGHWAY

- C-470 EXPRESS TOLLED LANES EXPANSION
- I -225 RAIL LINE
- CENTRAL 70 WIDENING & ENVIRONMENTAL STUDIES

#### DAM & RESERVIOR

- GRANBY DAM REHABILITATION
- DANIELS SAND WASH FINES
- FRANCIS SMART RESERVOIR
- NORTH POUDE RESERVOIR NO. 10
- LONG HOLLOW DAM

#### MUNICIPAL

- WFC YELLOWSTONE GEOTECHNICAL INVESTIGATIONS
- DEN TAXIWAY DS EAST & DEICING PAD
- DEN UAL PARKING PAD
- DEN ON-CALL GEOTECHNICAL INVESTIGATION
- DEN GARDI REHABILITATION PROJECT BORROW SITE

### CERTIFICATIONS

- CLASS A CDL
- CPR/FIRST AID
- ERAIL SAFE
- UPRR
- 40 HOUR OSHA HAZWOPER
- HAZWOPER
- CONTRACTOR ORIENTATION



## EXHIBIT C Rates Sheet

Environmental Consulting Rates		
Category/Item	Unit	Rate
<b>Labor*</b>		
Contract Manager/Principal-in-Charge/Technical Expert <b>Key Personnel</b> - Vasanta Kalluri, John Cuthbertson, Rebecca Mora, Matt Zenker, Jason Palmer, Betsy Ruffle	Hour	\$ 210
Managing Engineer/Scientist <b>Key Personnel</b> - Cheri Walker	Hour	\$ 190
Principal Engineer/Scientist <b>Key Personnel</b> - Raymond Miskines, Patrick Clem	Hour	\$ 175
Senior Engineer/Scientist <b>Key Personnel</b> - Dorin Bogdan, Ken Pinnella, Dwight Parks	Hour	\$ 163
Project Engineer/Scientist <b>Key Personnel</b> - Emily Conkling, Jeremy Hurshman, David Buhl, Katie Abbott, Tim Gilles	Hour	\$ 138
Staff III Engineer/Scientist/Support <b>Key Personnel</b> - Kara Hoppes; <b>Field and Support Staff</b> - Justin Henry, Maureen MacDonald, LaTonya Coleman	Hour	\$ 118
Staff II Engineer/Scientist/Support <b>Field and Support Staff</b> - Olivia Helenski, Trix Pangan	Hour	\$ 103
Staff I Engineer/Scientist	Hour	\$ 95
Field Technician	Hour	\$ 83
Clerical	Hour	\$ 60
CADD/Accounting/Administrative	Hour	\$ 70
<b>Reimbursables**</b>		
Rental Vehicle	% Markup Per Job	0% (at cost)
Mileage	Mile	Current mileage rate established by the Internal Revenue Service (0% markup)
Company owned or leased vehicles	Day	\$ 100.00
All other travel related cost	% Markup Per Job	0% (at cost)
Leased/rented field equipment	% Markup Per Job	5%
<b>Pass Through Rate - Subcontractor Costs and Management***</b>		
All Subcontracted Services	% Markup Per Job	5%
Field Sampling and Investigation Rental Equipment, Supplies and Materials as Preapproved by the DEN project manager	% Markup Per Job	5%
Site Characterization Rental Equipment, Supplies and Materials as Preapproved by the DEN project manager.	% Markup Per Job	5%
<b>Footnotes</b>		
1. Annual rate escalation will be subject to negotiation with DEN upon award. 2. In the event that AECOM's employees are requested by Denver International Airport (DEN) or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving DEN at any time, support services will provided by AECOM at 125% of the Billing Rate. 3. Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel will be charged at time and a half. 4. Leased or rented field equipment will be charged as a reimbursable (cost +5%). 5. Company owned or leased field vehicles (pickups, vans, trucks, etc.) used on project assignments will be charged at \$100/day rounded up to the nearest day. Mileage charge for personal autos will be the current mileage rate established by the Internal Revenue Service.		

**EXHIBIT D**

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

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

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

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

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

**B. Defined Terms**

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

**C. Coverages and Limits**

1. Commercial General Liability

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

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

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



- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
  - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance  
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Contractors Pollution Liability:  
Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for claims arising out of a pollution condition or site environmental condition.
  - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
  - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. Builder's Risk Insurance:  
During the duration of the construction, environmental remediation, or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
  - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
  - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
  - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;

- d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
- e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy; include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

6. 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.

7. Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$5,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

8. 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 each occurrence for bodily injury and property damage.

9. 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. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

# **MWBE EDI Plan**

**Denver International Airport**

**Project Name: Environmental Site Remediation**

**Firm Name: AECOM Technical Services, Inc.**

**Contract Number: 202472370-00**

**DSBO Goal: 11% MWBE participation**

**Project Commitment: 12% MWBE participation**

**September 10, 2024**

# Table of Contents

- 2. MWBE Equity, Diversity, and Inclusion Plan ..... A-1
  - A. Key Personnel..... A-2
  - B. Strategies to Incorporate New MWBE Partners..... A-2
  - C. Technical Assistance and Support Services..... A-3
  - D. Procurement Process ..... A-4
  - E. Communication and Proposer Management ..... A-5
  - F. Past Performance ..... A-6
  - G. AECOM’s Culture ..... A-6
  - H. Future Initiatives..... A-8
  - I. Signature Page..... A-11

## Acronyms and Abbreviations

AECOM	AECOM Technical Services, Inc.
ATL	Atlanta International Airport
CPM	Compliance Project Manager
DBE	Disadvantaged Business Enterprise
DEN	Denver International Airport
DFW	Dallas Fort Worth International Airport
DSBO	Division of Small Business Opportunities
DVBE	Disabled Veteran Business Enterprise
ED&I	equity, diversity, and inclusion
ERG	Employee Resource Group
HRC	Human Rights Campaign
HUB	Historically Underutilized Business
JV	Joint Venture
LADWP	Los Angeles Department of Water and Power
LAX	Los Angeles International Airport
MWBE	Minority and Women-Owned Business Enterprises
ORD	Chicago O’Hare International Airport
PM	Project Manager
PMP	Project Management Plan
RFP	Request for Proposal
SBE	Small Business Enterprise
STEAM	Science, Technology, Engineering, Art, and Mathematics
STEM	Science, Technology, Engineering, and Mathematics
TCEQ	Texas Commission on Environmental Quality



## 2. MWBE Equity, Diversity, and Inclusion Plan

At AECOM Technical Services, Inc. (AECOM), incorporating the principles of diversity and inclusion into every aspect of our business is central to driving innovation and expanding and enhancing the overall AECOM experience for our employees, clients, and stakeholders. AECOM has a long-standing commitment to furthering the interests and development of Minority and Women-Owned Business Enterprises (MWBE). AECOM continues to strive to grow our MWBE offerings through project participation and by building project teams that reflect the diversity of our clients and the communities that we serve. For this Request for Proposal (RFP), AECOM communicated with 15 MWBE and has selected ten who can offer a wide breadth of experience in working on projects with the same services identified in the RFP:

MWBE Firm	Area of Expertise
Alpine Remediation	Drilling and Remediation Support
CompassData, Inc.	Mapping, Surveying, LiDAR
Diversified Underground, Inc.	Potholing
Eagle Synergistic Optimizing Technologies, LLC	Drilling and Remediation Support
Eugene Lynne	Surveying, Civil Engineering
HCL Engineering and Surveying	Utility Locates, Surveying
SurvWest, LLC	Surveying, Mapping, Utility Locates
Underground Consulting Solutions	Utility Locates, Utility Mapping, Potholing
Vine Laboratories	Geotechnical Drilling
ZANN, Inc.	MWBE Outreach and Compliance

It is one thing to commit to meeting these goals; it is another to deliver on these commitments. To drive consistent MWBE inclusion, AECOM has teamed with ZANN as the MWBE Coordinator for this project. Similar to previous DEN projects, ZANN will work with the AECOM Project Manager to identify, track, and confirm that AECOM purposefully meets and exceeds the MWBE participation goals as outlined in the RFP.

Although AECOM is confident of being able to meet the MWBE requirements, our intent is to go above and beyond the required MWBE participation percentage. On contract award, AECOM and ZANN will implement an initiative that focuses on building partnerships, identifying partners, and creating a scaling program to build capacity and capability. Plans are in place to add additional teaming partners that were not identified at the time of this proposal. Furthermore, AECOM will meet quarterly with ZANN to review the MWBE contributions and adjust as necessary throughout the life of the program, to maximize participation from MWBE firms.

The Commitment to MWBE Participation form and Letters of Intent from the eight MWBE identified for the RFP have been uploaded separately to BidNet, per the RFP requirements.

The following sections detail AECOM’s commitment to equity, diversity, and inclusion (ED&I), as they align with the RFP requirements:

- Section A. Key Personnel
- Section B. Strategies to Incorporate New MWBE Partners
- Section C. Technical Assistance and Support Services
- Section D. Procurement Process
- Section E. Communication and Proposer Management
- Section F. Past Performance
- Section G. AECOM’s Culture

- Section H. Future Initiatives
- Section I. Signature Page

## A. Key Personnel

Project communications will be managed by the Project Manager, Raymond Miskines. Among other project responsibilities, he will serve as the main point of contact for MWBE firms and the Denver Division of Small Business Opportunity (DSBO).

### B2Gnow (Small Business Certification and Contract Management System) User

**Name:** Suzanne Arkle

**Title:** MWBE Coordinator

**Email:** suzanne@zanninc.com

**Phone Number:** 720-324-8580

**Duties:** Lead MWBE compliance monitoring and tracking; spearhead the MWBE outreach program to further substantiate AECOM's mentor/protégé relationship with local MWBE firms, and responsible for B2Gnow reporting.

### Project Manager

**Name:** Raymond Miskines, PE

**Title:** Project Manager

**Email:** raymond.miskines@aecom.com

**Phone Number:** 720-641-8824

**Duties:** Primary point-of-contact for the client, Denver DSBO, MWBE firms, and other subcontractors; conduct one-on-one office hours, develop opportunities within scopes; work with ZANN to identify other MWBE firms; maintain a list of firms contacted for each opportunity; meet with ZANN quarterly to review MWBE contributions; lead conflict resolution process.

### Field Oversight Geologist

**Name:** Kara Hoppes

**Title:** Geologist III

**Email:** kara.hoppes@aecom.com

**Phone Number:** 443-834-3718

**Duties:** Subcontractor management; maintain documentation and records of the process; provide support to help prevent and/or mitigate issue escalation; document feedback items.

### Outreach/Community Engagement Coordinator

**Name:** Suzanne Arkle

**Title:** MWBE Coordinator

**Email:** suzanne@zanninc.com

**Phone Number:** 720-324-8580

**Duties:** Lead MWBE compliance monitoring and tracking; spearhead the MWBE outreach program to further substantiate AECOM's mentor/protégé relationship with local MWBE firms; assist conflict resolution process.

## B. Strategies to Incorporate New MWBE Partners

We understand the importance of creating an inclusive and MWBE-friendly process to incorporate new partners. In collaboration with our MWBE Coordinator ZANN, our proactive approach will include several creative strategies, as follows:

- Strategic Outreach and Communications:
  - Create a coordinated outreach strategy to promote continuous engagement between AECOM and MWBE.
  - Conduct office hours for one-on-one sessions with team members and prospective partners.
  - Track and maintain a database of firms qualified and contacted for each opportunity.
- Utilization Planning:
  - Develop opportunities in scopes of work and provide insight about options for breaking down scopes to align with the capabilities and availability of MWBE.
  - Incorporate flow-down contractual requirements as the prime contractor, to incorporate new firms into the program.
  - Incorporate MWBE outreach and engagement during procurement, so that firms do not get lost in the solicitation process.
  - Create an ongoing list of firms that provide capability statements and indicate which firms were contacted regarding solicitations for the program.

One example of our creative and strategic outreach was the week-long virtual open house for future projects that AECOM hosted with Denver International Airport (DEN), the Colorado Department of Transportation, and other State and local entities in February 2021. This event allowed AECOM to network, learn about, and inventory small business firm capabilities, to leverage into strong teaming partnerships. We conducted 50 live chats with interested Disadvantaged Business Enterprise (DBE)/MWBE/ Small Business Enterprise (SBE) firms. As a direct result of this event, we added the **Denver-based** firms of Civil Technology and J.A. Watts to our team. We compiled an evergreen list of capability statements to identify firms that will align with future opportunities. We have received very positive testimonials from the firms that used this system, and we will continue to implement creative strategies like this one over the life of the program.

## C. Technical Assistance and Support Services

AECOM recognizes the important role that small businesses play in our economy, and we believe in contributing to the communities in which we work. AECOM's practice is to promote subcontracting opportunities for small and diverse firms to the extent practicable, including the following: small businesses, DBEs, Women-Owned Business Enterprises, Minority-Owned Business Enterprises, Historically Underutilized Business (HUB) Zone, Veteran-Owned Small Business, Service Disabled Veteran-Owned Business, and any other type of small or minority-owned business. Staff dedicated to our Supplier Diversity/Small Business Programs work closely with AECOM project teams to promote MWBE growth and success. AECOM has a variety of programs to assist in developing MWBE business. Although these programs are available at the request of any selected DBE/MWBE/SBE subcontractor, specific programs will be implemented based on the need and services provided by the DBE/MWBE/SBE subcontractor. These programs include:

- **CapBuild™:** Educate, inform, and prepare firms to build financial pathways for success, as part of an in-depth direct lending and bonding program.
  - To date, CapBuild has made \$7.5 million in loans and facilitated \$20 million in new and expanded bonding. The program was used locally for the Regional Transportation District's Eagle P3 Project. The program also is being used by the Chicago Transit Authority and Washington State Department of Transportation.
- **Proposal Support:** Assist with development of subcontracting utilization plans and program narratives to highlight small business program and overall program success.
- **Small Business Identification:** Support in identifying capable and qualified small and diverse firms for subcontracting opportunities or to serve as a prime contractor for a small business set-aside.
- **Small Business Outreach:** Attend and speak at small business conferences, trade shows, and matchmaking events, to identify new and qualified subcontractors.
- **Small Business Regulatory Tracking and Training:** Track new federal, State, and local laws and regulations, and provide training and guidance to internal teams on the impact of these changes and how to comply with the new requirements.
- **Small Business Capture Strategy:** Assist in development of a proactive small business strategy for a market, client, or specific opportunity.
- **Audit Coordination:** Lead and manage all federal, State, and local business audits and inquiries from clients and/or regulatory agencies.
- **Semi-Annual Government Reporting and Goal Performance:** Draft and submit individual subcontract reports and summary subcontract reports and provide ad hoc subcontracting performance data as needed to assess goal performance.

- **Small Business Compliance Strategy:** Provide support and strategy guidance to program and project managers on goal achievement through one-on-one working sessions.
- **Mentor-Protégé Support:** Draft, vet, and provide comprehensive support for mentor-protégé agreements (AECOM currently serves as an active mentor to three protégé companies under the Small Business Administration Program: FPM Remediations, Inc., Street Legal Industries, Inc., and O'Brien Engineering, Inc.).
- **Client Management:** Support engagement efforts with clients' small business staff (i.e., DSBO).

## D. Procurement Process

As part of the procurement process, we will implement flow-down contractual requirements to MWBE as a way to remove barriers and promote equity. AECOM's overall procurement process can be broken down into these five distinct processes:

1. Solicitation Process
  - a. Align and coordinate all our activities with DEN Procurement and DSBO.
  - b. Use the latest database of certified firms to alert them of opportunities, and to invite them to outreach events, as detailed in this plan.
  - c. Alert local organizations to inform their members of upcoming opportunities.
  - d. Create and promote workshops and seminars to raise awareness of upcoming projects.
  - e. Arrange for space where interested firms can review project plans.
2. Subcontracting Process
  - a. Create an invitation to bid, including the appropriate subcontract agreement; maintain the request in a database, and assign a procurement lead.
  - b. Following approval by the Project Manager, send the contract documents to the subcontractor/vendor for review and signature.
  - c. On receipt of the signed subcontract agreement, countersign and email the fully executed agreement to the subcontractor/vendor and Project Manager.
3. Oversight Process
  - a. Implement a monitoring, tracking, and reporting template to provide "real-time program status".
  - b. Check that B2Gnow reporting is up-to-date and correctly reflects payments on all tiers.
  - c. Provide support to help prevent and/or mitigate issue escalation.
  - d. Serve as the point of contact with DEN Procurement and DSBO for monthly reporting.
  - e. Maintain documentation and records of the process.
4. Payment Process
  - a. Payment to MWBE subcontractors will be made in accordance with the terms of the subcontract agreement between AECOM and the MWBE subcontractor.
  - b. Invoices received by AECOM from MWBE subcontractors will be promptly reviewed by the AECOM Project Manager (PM) within seven (7) days of receipt, and subcontractor will be notified of any discrepancies with opportunity to cure.
  - c. Approved invoices shall be paid no later than thirty-five (35) days after the contractor's receipt of MWBE subcontractor invoice in accordance with DRMC 28-72 which states, "Each contractor on a city contract with certified MWBEs as subcontractors shall pay the respective subcontractors any invoiced and undisputed amounts for accepted and completed work within thirty-five (35) days of the contractor's receipt of the subcontractors invoice" and the payment requirements of DRMC 28-72 apply to MWBE contractors regardless of tier.



AECOM subcontracts to MWBE subcontractors will include invoicing requirements to submit invoices monthly by a certain date that coincides with AECOM invoicing timeline to DEN such that AECOM will bill the MWBE subcontractor invoices to DEN within five (5) days of approving the MWBE subcontractor invoice.

- d. Subcontractor payment disputes will be resolved between AECOM and MWBE contractor in accordance with DRMC 20-113, in accordance with the subcontract between AECOM and the MWBE contractor, and general escalation protocol process described below in Section E.
  - e. If there are disputes between AECOM and DBE/MWBE/SBE Subcontractors pertaining to prompt payment, termination/reduction/substitution, or any other matters within DSBO's oversight, as per the DRMC, that cannot be resolved through the process described in Section E, DSBO will be advised.
5. Debriefing Process – Once Task Orders have been awarded by DEN and purchase orders for AECOM proposed subcontractors have been fully executed, AECOM will within 30-days:
- a. Notify unsuccessful bidders by email and/or by phone, and distribute a formal written letter of notification, if required.
  - b. Provide prompt and thorough communication and provide transparent and clear feedback about why selections were made, how unsuccessful bidders could improve, and other opportunities that could align with their qualifications.
  - c. Use AECOM's web-based system Coupa, which supports documentation of the debriefing process and tracks subcontractor performance.

MWBE participation will be reviewed at status meetings with DEN. Furthermore, every 6 months, AECOM proposes to have a review meeting with DEN to assess MWBE allocations and discuss expected upcoming work versus MWBE allocations.

## E. Communication and Proposer Management

Our process starts with a Project Management Plan (PMP) that clearly outlines the expectations and requirements of all team members. Suppliers then are required to input the appropriate insurance certificates, quality plans, and health and safety plans into AECOM's Coupa system. This combination of process and systems streamlines the procurement process and allows us to add suppliers to a contract quickly, as needed, and to communicate performance expectations. We will also use and sync our records to the B2Gnow information for the contract, to maintain transparency and consistency of information.

If any disputes arise between AECOM and the MWBE subcontractors, AECOM first will involve Suzanne Arkle as the Compliance Officer, to resolve the issue quickly. If escalation is necessary, we will follow Title 49 Part 26 of the Code of Federal Regulations and the spirit of Chapter 28 of the Denver Municipal Code. As part of the PMP, we will develop a clear and consistent escalation protocol, in accordance with DRMC 20-113. A summary of the escalation protocol is as follows:

1. Parties shall first attempt to resolve such claim or dispute at the Project-level through discussions between respective Project Managers. The party in receipt of written notice shall reply within five (5) days of written receipt with its position, and recommended solution to the dispute.
2. If unresolved, then the dispute shall be escalated to the level of each party's respective project executive, whom will also be allowed five (5) days to respond.
3. If the dispute cannot be resolved at the executive level, then the dispute shall be escalated to the senior executive level, which will be provided ten (10) days to respond.
4. If yet unresolved, either party then reserves the right to contact the assigned DSBO Compliance Project Manager (CPM). The

party will email the assigned DSBO CPM and copy the general DSBO email address:

[DSBOhelp@denvergov.org](mailto:DSBOhelp@denvergov.org)  
(720) 913-1714

However, if the dispute remains unresolved, it will be addressed in accordance with Section 18.4 and 18.5 of the Subcontract.

We also have had success in convening a small but comprehensive conflict resolution committee on past

projects. **AECOM won the Dispute Resolution Board Foundation's 2016 Excellence in Dispute Avoidance and Resolution Award for our work at the Hollywood/Ft. Lauderdale International Airport.**

## **F. Past Performance**

Exhibit 1 summarizes AECOM's proven track record of exceeding DBE/MWBE/SBE goals at airports across the country.



**Exhibit 1. AECOM’s Proven Track Record of Exceeding DBE/MWBE/SBE Goals at Airports**

Airport	Goal	Actual	DBE/MWBE/SBE Firms	How We Exceeded the Goal
DEN	30%	48%	Sunland Group; LS Gallegos and Associates; Civil Technology, Inc.; RockSol; and Shrewsberry & Associates	Registration assistance, staff recruiting, subcontractor job fairs.
LAX	20%	42%	AB Associates*; Vanir Construction*; Allied Protection Services, Inc; Christine Harris; D’Leon Consulting Engineers Corp; Fortem Group; Integrated Engineering MGT; Jesus Noel Baclit; KKCS, Inc.; PSM Squared, Inc.; SG Engineering Solutions, Inc.; Ted Tanaka Architects; and The Kennard Development Group	Joint venture (JV) equity participation, online and in-person subcontracting forums, mentor-protégé programs, registration assistance.
ATL	37%	43%	Thacker Operating Companies*; Luster CM*; CCSG, LLC*; MHR International; D. Clark Harris; MCO Construction; Perez & Perez; and Comprehensive Aviation Management	JV equity participation, subcontractor job fairs, mentor-protégé programs.
ORD	30%	51%	CivCon, Inc.; McKissick & McKissick; Regina Webster; and SynchSolutions	Mentor-protégé program, online and in-person subcontractor job fairs, registration assistance.
DFW	40%	42%	Bradlink LLC; Foster CM Group Inc.; Geometrics Engineering PS, Inc.; Paragon Project Resources, Inc.; PSA Constructors, Inc.; and VRX, Inc.	Mentor-protégé programs, registration assistance.

Notes: \* denotes member of the Management JV

ATL – Atlanta International Airport

LAX – Los Angeles International Airport

DEN – Denver International Airport

ORD – Chicago O’Hare International Airport

DFW – Dallas Fort Worth International Airport

In addition to exceeding MWBE/SBE/DBE goals at major airport projects across the country, AECOM also has a proven track record of exceeding MWBE/SBE/DBE goals at other large municipal projects. Some examples are as follows:

- As of August 2023, AECOM was successfully meeting SBE and Disabled Veteran Business Enterprise (DVBE) utilization requirements on the Los Angeles Department of Water and Power (LADWP) Environmental Assessment and Air Quality Services contract and the LADWP North Haiwee Dam Seismic Improvement Project. To achieve these results, AECOM met with LADWP quarterly to review task order status, invoicing, and SBE and DVBE progress. As an outcome, AECOM realized 17% SBE/DVBE allocation for 13 task orders, exceeding the 15% participation goal. In

addition, of the 34 subconsultants selected, 22 were certified SBEs and DVBEs, as recognized by LADWP.

- AECOM exceeded HUB goals on the Assessment, Investigation, and Remediation Services contract for the Texas Commission on Environmental Quality (TCEQ). The TCEQ goal was 26%; however, 40% of AECOM’s contract value was provided by HUB-approved subcontractors/suppliers.

**G. AECOM’s Culture**

AECOM is committed to ensuring that ED&I is integrated into our company culture, and throughout our policies and procedures. **AECOM is proud to have earned a perfect score of 100 on the Human Rights Campaign (HRC) Foundation’s Corporate**

**Equality Index and the distinction of “Best Places to Work for Lesbian, Gay, Bisexual, and Transgender Equality” in the U.S. for the past 6 years.**

*“We’re honored that the HRC Foundation has recognized our ongoing commitment to fostering an equitable, diverse and inclusive culture where every voice is heard and respected,” said Troy Rudd, AECOM chief executive officer. “I strongly believe that it is all of our employees’ differences that make AECOM better and more innovative, which creates a stronger culture and improved outcomes for our clients.”*

Our internal programs include:

- **Employee Resource Groups (ERGs):** The goal of the ERGs is to bring together employees based on shared life experiences and interests; The ERGs’ mission is to guide ED&I strategies with AECOM’s business goals. Existing groups include: WomenExcel, Hispanics@AECOM, LGBTQ+ and Allies, AEMOMs, U.S. Military Veterans and Allies, the Black North American Affinity Group, and the Deaf Professional Network.
- **Reverse Mentoring:** This program bridges employees of different generations and demographics by matching early career team members as mentors with more senior executive mentees. This “professional friendship” helps our leaders connect across the generational divide, advance and inclusion mindset, and challenge stereotypes.
- **ED&I Champions:** ED&I Champions at AECOM are passionate volunteers who lead diversity initiatives in their local offices and communities. Champions volunteer as needed to support efforts in promoting diversity activities. This may include education, event planning, posting on social media, community service projects, or incorporating ED&I into our project work with clients.
- **Cultural Awareness Events:** AECOM celebrates many ED&I events around the globe, to build awareness, educate, and celebrate our



diverse population and cultural heritage. In 2022, AECOM recognized and built awareness around the following events: Hispanic Heritage Month, Global Diversity Awareness Month, National Disability Employment Awareness Month, Native American Heritage Month, Veterans/Remembrance Day, Martin Luther King Jr Day, Black History Month, International Woman’s Day, Women’s History Month, Asian Pacific Heritage Month, Mental Health Awareness Month, Pride Month, Juneteenth National Holiday, and Indigenous People Day.

Targeted sourcing is one way that AECOM shares open employment opportunities. Through partnerships and networks, AECOM reaches underrepresented groups, including women, underrepresented ethnic groups, individuals with disabilities, veterans, LGBTQ+ community members, and other non-dominant groups. AECOM requires all recruiters and external recruiting consultants to comply with equal opportunity legislation in advertising and/or discussing AECOM’s vacancies with job seekers.

Through a variety of campus diversity efforts, AECOM builds a pipeline of diverse candidates with a focus on underrepresented minorities and women in partnership at our flagship universities. AECOM acts as a corporate sponsor of the Society of Women Engineers, Women’s Transportation Seminar,

National Society of Black Engineers, and Society of Hispanic Professional Engineers.

Required trainings include:

- Unconscious Bias in the Hiring Process: required for talent acquisition staff since 2017.
- Respectful Workplace: required for all employees when they are hired, and periodically throughout their careers.
- Everyday Inclusive Behaviors: required for managers and team leads.

Additional information about AECOM’s ED&I culture is available online at <https://aecom.com/about-us/equity-diversity-inclusion/>.

Over the last six (6) years, AECOM has directed more than 30% of subcontracted dollars to small businesses across our various market sectors. We believe that small and diverse businesses bring innovation and expertise that assist AECOM in supporting our customers and their missions. AECOM continuously seeks to identify new MWBE firms to support our work across our markets.

AECOM’s strong commitment to supplier diversity runs through the entire firm and is driven by our Supplier Diversity Commitment Statement, signed by our Chief Executive Officer Troy Rudd.

As part of this commitment, our team provides comprehensive support to boost procurement opportunities for small businesses to the fullest extent, consistent with efficient contract performance. Additional detail on support services is presented in Section C of this EDI Plan.

## H. Future Initiatives

As part of AECOM’s Sustainable Legacies strategy, AECOM aligns with DEN’s ambitions to build and maintain a culture that promotes social equity, diversity, and inclusion both in our workspace as well as in our supply chain and communities.

### Sustainable Legacies Strategies

Sustainable Legacies is AECOM’s strategy for reaching ambitious ESG objectives. This strategy integrates four key pillars that will embed sustainable development and resilience across the company’s work, improve social outcomes for communities, achieve net-zero carbon emissions, and enhance governance. AECOM is committed to publicly reporting on ESG pillars as we work to enhance performance in the most responsible manner possible. Our strategic approach of Sustainable Legacies not only helps us manage and measure our progress, but also helps us to engage with key stakeholders from around the world.



**Embedding Sustainable Development**



**Improving Social Outcomes**



**Achieving Net Zero Carbon Emissions**



**Enhancing Governance**



Our ED&I goals in our Sustainable Legacies strategy include to:

1. Deliver social value through our business, empowering staff and delivering projects that proactively improve social value outcomes to individuals, communities, and society in general.
2. Ensure that our teams reflect the diversity of the clients and communities whom we serve.
3. Promote social equity, diversity, and inclusion in our supply chain and communities, through partnerships with small and minority-owned businesses.
4. Make strategic community investments that positively impact clients and society, including through employee-driven community investment opportunities.
5. Ensure that women make up at least 20% of senior leadership roles and at least 35% of the overall workforce in the near term.
6. Achieve specific and culturally relevant diversity goals, implemented within each region of our business, while investing in underrepresented groups within the regions of our business.

Investing in young people is an investment in the future. AECOM has partnered with nonprofit organizations across the globe to grow the number of students who earn a Science, Technology, Engineering, Art, and Mathematics (STEAM) degree; increase underrepresented minorities in STEAM fields; and continue to support STEAM initiatives.

Our **Colorado**-based AECOM team has volunteered with local K-12 outreach organizations, including:

- **GESTEM:** GESTEM is a hands-on event for 7th grade girls who may not be exposed to Science, Technology, Engineering, and Mathematics (STEM) in their current school or home environment. Through engineering-focused workshops, GESTEM's goal is to demonstrate how STEM careers use teamwork, math, and science to help people by solving

problems. In addition, GESTEM strives to demonstrate that innovations in technology require diversity in gender, ethnicity, religion, and culture to bring creative solutions to the world. During this event, AECOM leads a workshop related directly to our work in the engineering industry at local **Denver** middle schools.

- **Future Cities of Colorado:** Future Cities of America is an annual contest for 6th, 7th, and 8th grade students that challenges them with creating a new city with certain restrictions and requirements. For 2024, the competition asked students to build a 100% electrically-powered city with energy generated from sources that keep citizens and the environment healthy and safe. The students wrote papers on how their city works and created model representations of their city using recycled materials. An AECOM team was involved in judging the Future Cities of Colorado competition in **Golden, Colorado**.

- **STEMBlazers:** STEMBlazers is a non-profit after-school program that brings STEM opportunities and resources to middle and high school girls in the **Denver** metropolitan area. In 2021, AECOM hosted a panel discussion with some of their middle school cohort groups in honor of Women's History Month. In addition, AECOM employees volunteer as cohort leaders throughout the school year.

To help every employee feel valued and included, we are creating an inclusive workplace through community-building, training, and family-friendly benefits policies. We conduct regular employee surveys and "real talk" discussions to understand our employees' experiences and provide a forum for deeper understanding and empathy. Our ERGs create a sense of belonging and lead community outreach, and strategic mentorships promote ongoing dialogue and heightened awareness.

For example, AECOM recently recognized Black History Month in February 2024. Throughout the month, BeBOLD, AECOM's Black ERG, held four events that highlighted the theme of "Social Impacts of Urban Renewal and Environmental Justice" and shared daily Black History Month facts across



AECOM's engagement platforms. The four events included:

1. A discussion about urban renewal and revitalization in Atlanta, Georgia.
2. A discussion on environmental justice and why it is so vital in underserved communities, and AECOM's impacts.
3. A discussion on the new Los Angeles Clippers arena, how it relates to diversity, and how it transforms Los Angeles infrastructure.
4. An interactive trivia event about women in Black History with a focus on career, commerce, community, and culture.

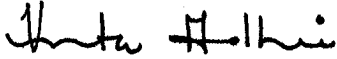
Our Blueprint for a Better World platform reflects our responsibility to champion EDI in our communities through pro-bono work, volunteering, philanthropy, and strategic partnerships with global nonprofit organizations, such as Engineers Without Borders and Water for People. We deepen our

engagement with communities through our commitment to supplier diversity, providing leadership to ensure that diverse-owned businesses are supported and successful. Our Denver office is proud to have taken part in the following community outreach events:

- Preparing meals at the local Ronald McDonald House.
- Fundraising for the Griffiths Center for Children through the Peak Challenge.
- Sponsoring a team in a local Water for People softball tournament.
- Organizing a backpack collection and toy drive.
- Participating in quarterly blood drives.
- Planting trees in Denver parks annually.
- Promoting Bike-to-Work days.

# I. Signature Page

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



\_\_\_\_\_  
Vasanta Kalluri  
Vice President  
AECOM Technical Services, Inc.

9/10/2024  
Date



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

September 10, 2024  
Date