

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional design services for future rehabilitation improvements to Peña Boulevard between E-470 to Jackson Gap; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the Peña Boulevard Reconstruction E-470 to Jackson Gap Design (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

Scope of Work without change to the Maximum Contract Amount.

B. Supplemental Work. Supplemental work includes services necessary to advance the Project which are reasonably related to the Scope of Work but could not have been reasonably anticipated at the time of contract execution. Supplemental work may include, but is not limited to, construction phase services, intelligent transportation systems (ITS), plan packages, etc, as further described in *Exhibit A*. The duration of additional services will vary, but all billing for those services shall be clearly noted and done in accordance with Sections 5.B, 5.E and 5.G.

C. Standard of Performance.

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

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

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

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

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

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

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

D. Construction Administration. If Contractor’s Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a)

the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

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

F. Subcontractors.

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

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

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

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor

has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

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

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

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

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

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4 (C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

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

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

i. All costs of correcting and replacing any affected design documents, including reproducible drawings;

ii. 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, omissions, and/or defects; and

iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.

iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Eight Million Seven Hundred Ninety-Six Thousand Dollars and No Cents (\$8,796,000)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

B. City Contingency. The Maximum Contract Amount includes a designated sum of contingency funds ("**City Contingency**") to address additional Supplemental Work, as defined in Section 2.B and further described in *Exhibit A*. Use of contingency funds will be limited only to additional supplemental work, and all expenditures from the City Contingency must be reviewed and approved, in writing, by the SVP prior to initiation of any work or commitment of any funds. No additional supplemental work shall proceed without formal authorization from the City.

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

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

E. Basis for Contractor's Fee. Contractor shall be compensated for performance of the Work based on the time required by its professionals to complete the services under this Agreement and as otherwise provided in this Agreement. Individual hourly rates and other charges are set forth in *Exhibit B* ("Rates").

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

G. Invoices. Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of *Exhibit E* ("**Scheduling, Progress Reporting and Correspondence Control**").

i. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

ii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, 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 Contractor’s Goal Commitment to MWBE participation for this Agreement is 55.80 %, as stipulated in the Division of Small Business Opportunity’s (“**DSBO**”) Commitment to MWBE Participation Form, submitted by the Contractor.

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

- a. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, 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 amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Contractor shall satisfy the goal with respect to such changed scope of work by

soliciting new MWBEs in accordance with D.R.M.C. § 28-70. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 28-70, and 28-73, with respect to the modified dollar value or work under the contract.

- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with D.R.M.C. § 28-72, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- f. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.
- h. Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

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

Date bid or proposal issuance was advertised: March 24, 2025.

- i. 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.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Contractor 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.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor 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 Contractor fails to pay required wages and fringe benefits.

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred

dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered City's exclusive remedy.

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

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

9. DISPUTES:

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

10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

The Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 et seq.) relating to design defects in any project under this Agreement.

11. GENERAL TERMS AND CONDITIONS:

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

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

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

compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability consultant as soon as practicable.

D. Compliance with all Laws and Regulations.

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

ii. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

E. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

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

by Contractor to:

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

And by the City to:

HG Consult, Inc.
681 Meadowleaf Ln
Highlands Ranch, CO 80126
ATTN: Jerry Mugg
Phone:
Email: jmugg@hgcons.com

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

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

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

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

I. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the

provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

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

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

L. Cooperation with Other Contractors.

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

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

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

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

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

P. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

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

inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

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

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

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

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

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

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

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

U. Non-Exclusive Rights. This Agreement does not create an exclusive right for

Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* ("**EDI Plan**"). City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

ii. Contractor 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 Contractor or which might give Contractor 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, Contractor agrees it will comply with that mitigation plan.

iii. 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 Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

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

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

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit E: Scheduling, Progress Reporting and Correspondence Control

Exhibit F: Equity, Diversity and Inclusion Plan (“EDI Plan”)

Exhibit G: Request for Proposals and Contractor’s Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 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 No. 1

Section 1 through 17 hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit F

Exhibit E

Exhibit G

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202577849-00
Contractor Name: HG CONSULT, 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-202577849-00
HG CONSULT, INC.

By: Signed by:

B62FA6B1414742D..._____

Name: Earl Harrison
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

DENVER INTERNATIONAL AIRPORT
Peña Boulevard E470 to Jackson Gap Design Engineering Services – Scope of Work



EXHIBIT A
SCOPE OF WORK – 11/12/25 (Final, REV1)
PEÑA BOULEVARD E470 TO JACKSON GAP DESIGN ENGINEERING SERVICES

SECTION 1
PROJECT SPECIFIC INFORMATION

A. PROJECT INTRODUCTION

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

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

B. PROJECT BACKGROUND

Peña Boulevard is a four-lane (two lanes each direction) freeway that extends from I-70 to the Jeppesen Terminal at DEN. The roadway widens to three lanes in each direction between the E-470 Tollway (E-470) and the Jeppesen Terminal.

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

The E470 to Jackson Gap Boulevard stretch is one of the busiest portions of Pena airport traffic as it combines both Pena and E470 traffic. Any emergency pavement failures are crippling to traffic operations and for access to/from the airport.

This stretch of Pena Boulevard originally included a toll plaza for traffic exiting the airport. Pena Boulevard Inbound included a deviation from alignment to allow room for this toll plaza. DEN Facilities has removed the old toll plaza structure. This project will straighten Inbound Pena Boulevard to bring it back on alignment.

This project will also include interchange improvements at the Final Approach development on the north side of Pena Blvd at Gun Club Road. These improvements are anticipation of DEN Real Estate’s continued development in this area. It will include 2 new ramps and other related improvements.

DENVER INTERNATIONAL AIRPORT
Peña Boulevard E470 to Jackson Gap Design Engineering Services – Scope of Work



C. PROJECT DESCRIPTION

DEN is seeking a professional design consultant to complete the Design Engineering Services for improvements to Peña Boulevard between E-470 and Jackson Gap Boulevard.

This Design Project involves reconstruction of both Inbound and Outbound Pena Boulevard between E470 and Jackson Gap Boulevard. This includes white topping in most locations, a realignment of inbound Pena Boulevard between E470 and Gun Club, a realignment of the Inbound Gun Club off-ramp.

The following improvements have been identified for the design work:

1. Either 11-inch white topping and rubblization or full reconstruction of Pena Boulevard.
2. Increase inside shoulder width from 6 feet to 12 feet.
3. Realignment of Inbound Pena Boulevard from E470 to Gun Club Road.
4. Realignment of Inbound Pena Boulevard off-ramp at Gun Club Road.
5. Bridge rehabilitation for (3) bridges. Inbound Pena Boulevard over Gun Club Road and inbound and outbound over Picadilly.
6. Removal of old toll plaza pavement in the median.
7. Repurposing of old Inbound Pena Boulevard Gun Club off-ramp to two-way local road.
8. Multi-use trail design east from E470 High Plains Trail to 78th/77th intersection.
9. Turning the Inbound Pena Boulevard Jackson Gap single lane off-ramp into a two-lane off-ramp (off and optional).
10. Design of two outbound off-ramps at Gun Club Road. (Final Approach Improvements)
11. Existing ramp tie-in designs will need to be modified to meet the new Pena elevation (4).
12. Widening of the Outbound Pena Boulevard bridge over Piccadilly and both Gun Club bridges to accommodate phasing and for future use identified by the Pena Blvd NEPA study. Widening is not planned for the Inbound Pena Boulevard bridge over Picadilly.
13. Replacement of all sign bridges (4 existing sign bridge, 1 cantilever) and addition of exit ramp overhead signing (2 new sign bridge at exit ramp assumed). One impacted sign includes dynamic parking information and will need communication design.
14. Lighting modifications/upgrades at the old toll plaza location.
15. Phasing design plan that allows for 3 lanes of traffic in both directions at all times.
16. Intersection/Signal modification design at the ramp intersection and 75th intersection.

See *Attachment A – Project Limits Map* for work areas included in this scope of work.

The assumed duration of this task order is 17 months from NTP.



D. DESIGN TASKS

1. Conceptual Design

The Consultant shall prepare a conceptual (10-20%) design that incorporates the following elements:

- a. Reconstruction Limits – Limits of reconstruction to be defined by design team analysis that will include a field visit to determine the general site conditions for improvements. The approximate reconstruction limit starts at about 200 feet west of the eastern E470 ramp gores and continues along Pena Boulevard to the western edge of the Jackson Gap approach slabs. A separate, early action, “Pena Blvd outbound Low Point” Reconstruction and Drainage Improvement from Picadilly to Gun Club Road Project is not included in this scope. Plans and CAD files for that project will be supplied to the Consultant.
 - i. Site visit assumptions – full day:
 - A. Hg staff – 6 staff max for 1 day visit.
 - B. Jacobs staff – 6 staff max for 1 day visit.
 - C. Geocal -2 staff max for 1 day visit
 - D. EES – 1 staff max for 1 day visit
- b. White topping vs full reconstruction limits – Any existing concrete pavement panel that is equal to or greater than 10 feet in width and within the proposed pavement limits shall be rubblized and add an 11-inch PCCP white-topping (amount of ABC to be determined). Full reconstruction shall occur on the approaches to approach slabs, the Inbound straightening, areas where geotechnical investigation determines the subgrade is inadequate and at tie-in points. Final design plans are to include a standard detail for the vertical transition from white-topping to full reconstruction.
- c. Widened Gun Club Road bridges to accommodate phasing – The existing bridges over Gun Club include an 8-foot and a 6-foot shoulder, giving a total bridge width of 50 feet. In order to accomplish the phasing requirement of 3 lanes open at all times, a bridge width of 78 feet would be required across the bridge.
- d. Widened Outbound Piccadilly Bridge by 12-15 feet – The existing outbound Piccadilly bridge needs to be widened in order to maintain 3 lanes at all times during construction.
- e. Trail alignment (2-3 options) – DEN is in the process of studying a trail that connects the High Plains Trail to points east within Airport property. DEN to provide additional information on proposed trails before beginning assessment of options through our project area. DEN is currently considering an option that runs parallel to the A line bridge and another option that sticks closer to Pena Boulevard. The goal is to minimize grading and structures required to pass over Third Creek. The assumed alignment options are shown in Attachment A.
- f. Continuous accel/decel lane between inbound Gun Club On-ramp and Jackson Gap off-ramp – This will require some reconstruction along the existing ramp at Jackson Gap. The Consultant will assess a design that aims to minimize reconstruction to and minimize limited operations for the existing off ramp. The new configuration will include an off and a shared lane.
- g. Inbound Gun Club off-ramp, including modified entrances to Development south of the new ramp.
- h. Modified 75th/old Inbound Gun Club Road off-ramp to a 2-way surface street, including modified accesses to the development to the north.



- i. Evaluate/analyze intersection types. 3 types assumed-signal, roundabout, and mix of signal and roundabout for Gun Club Road/75th Avenue and Gun Club Road/New Pena Outbound Off-ramp. Gather turning movement counts at the intersections with Gun Club road from 75th Ave to 78th Ave. Supplement missing turning movements with StreetLight O-D analysis. Develop a Vissim model for the operations for the three (3) intersection scenarios. Prepare a technical memo that reviews the operations and safety analysis of the road with the new intersections. The memo should recommend which intersection scenario is carried forward into 30% design. Include the new Outbound Pena Boulevard off-ramp signalized intersection in this analysis. The project pricing assumes traffic signal design. Roundabout design is excluded from this scope of work and would be an added service. StreetLight Data will be provided by DEN and no StreetLight cost is included in this scope of work.
- j. Final Approach Improvements
New Outbound off-ramps at Gun Club Road – Design two new outbound off-ramps at Gun Club Road. The first ramp is a standard Outbound Pena Boulevard off-ramp that ties into the eastern edge of Gun Club Road. The second Outbound off-ramp will tie into 78th Avenue west of Gun Club and shall create a new eastbound lane. These improvements will also require modifications to both Gun Club Road and 78th Avenue, as well as analysis at the new intersections and 2 new traffic signals. It is assumed that the Final Approach (also called West Approach in the Consultant materials) design and plans are packaged with the base project and not a separate design package.

The conceptual design will be analyzed by the project team and will be used to determine which option to assess further in 30% design. This conceptual design will also be used to start stakeholder coordination. The Consultant shall create a high-resolution pdf long plot (digital and hard copies) for this purpose. It is assumed that DEN will lead all coordination with stakeholders and the Consultant effort is limited to providing a roll plot.

Upon completion of concept design the Consultant will conduct a permit coordination meeting with DEN and CCD to identify a list of required permits, triggers and timing of each. The permits and timing will be incorporated into the project schedule. The consultant will coordinate and conduct the meeting with attendance by up to two (2) Hg staff, two (2) EES staff and one (1) Jacobs staff.

2. Preliminary and Final Design

The Consultant shall complete 30%, 60%, 90%, 100%, IFB and IFC submittals per DEN requirements. 30% deliverable will be in the form of roll plots. Remaining submittals will be in plan sheet format. As part of the preliminary design, the Consultant shall create a design criteria table that includes each roadway by name and all related design criteria. The table shall be submitted for review and approval.

The consultant shall perform all design criteria related calculations/analysis and submit them with the 60% design for review and approval. This includes but it not limited to vertical clearance, line of sight, turning templates and superelevation calculations.

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3. Constructability Review

DEN will coordinate and conduct an industry constructability review based on corrected 30% design roll plot. Anticipate pdf plan deliverable distributed to attendees, review time and attendance at industry review meetings. DEN will coordinate contractor meetings.

- i. Industry review meeting assumptions – full day meeting plus half day review time (16 hours assumed):
 - A. Hg staff – 3 staff max.
 - B. Jacobs staff – 3 staff max.

E. COST ESTIMATES AND FINANCIAL ANALYSIS

1. Preliminary Design Construction Cost Estimates

The Consultant will prepare preliminary design construction cost estimates based on the conceptual design.

2. Cost Estimates

All submittals will include Engineer's Cost Estimates.

F. Water Quality

1. City of Denver MS4 Permit requirements WILL apply to this project. The Consultant will determine the requirements of the Municipal Separate Storm Sewer System (MS4), Colorado Discharge Permit System (CDPS), and design and permitting issues per the DEN PWQ Master Plan.
2. It is assumed that no new water quality features will be required due to reduction in impervious area. Water Quality design will be included starting with conceptual design and included through IFC. During the concept phase the Consultant will confirm reduction of impervious area and begin assessment of existing water quality features to determine what changes may be required.
3. The Consultant shall analyze the existing pond north of Pena Blvd at the Outbound Jackson Gap on-ramp tie in. Determine if the pond capacity is sufficient for the current and proposed impervious area and redesign the pond as needed. To determine pond capacity, a bathymetric survey of the pond (using sonar) will be completed to determine existing pond volume. Calculations will be run to determine if the pond size is adequate. A visual assessment of the pond will also be conducted to determine if there are other issues (included in site visit above). If inadequate in size an improvement plan will be developed during conceptual design and advanced through final design and IFC. The assumption is the pond would be improved in existing function and location.
4. The consultant shall coordinate with DEN Water Quality staff. DEN WQ is in the process of developing a Water Quality Master Plan for the Airport and will be referenced as part of the water quality evaluation.

Assumptions:

- As-built information for existing detention and water quality features will be provided by DEN, if available.
- One bathymetric survey is required to evaluate existing conditions of one water quality pond.



G. Hydrology/Hydraulic Engineering

- a. Data Collection and Hydrology
 - i. Establish drainage basin data: delineate and determine size, waterway geometrics, vegetation cover, and land use.
 - ii. Collect historical data: research flood history and previous designs in the project proximity; obtain data from other sources (e.g., MHFD, CWCB, DEN Maintenance, and local residents).
 - iii. Complete a project site visit to evaluate channel/overbank roughness coefficients, channel stability, vegetation, condition/adequacy of existing structures, Ordinary High Water, allowable high water, etc. Document the site visit with photos.
 - iv. Select a design storm frequency based on the established criteria.
 - v. Complete a hydrological analysis using existing studies or approved methods.
 - vi. Document drainage risks and mitigation items in risk register.
 - vii. Investigate Second Creek box culvert condition and prepare memo of recommended repairs.
- b. Hydraulics
 - i. Complete design of minor drainage structures:
 - a) Determine locations, sizes, and alignment based on preliminary hydraulic design. Identify locations by highway station or coordinates, as appropriate.
 - b) Determine the allowable headwater.
 - c) Assess the degree of sediment and debris problems to be encountered.
 - d) Underdrains
 - ii. Complete design of major drainage structures:
 - a) Complete hydraulic analysis and water surface profiles.
 - b) Determine required hydraulic size/skew of major structures/channels.
 - c) Determine minimum low chord elevation per CDOT criteria.
 - d) Determine design storm and 500-year water surface elevations.
 - e) Determine scour for design storm, the 500-year event, incipient overtopping condition, and maximum scour-inducing storm (if applicable).
 - f) Assess channel erosion protection for structures.
- c. Prepare plans that include:
 - i. Drainage Plan Sheets
 - ii. Drainage Detail Sheets as needed
 - iii. Water quality pond improvements (north side pond near the Jackson Gap on-ramp for Outbound)
 - iv. Hydraulic Information Sheets as needed
 - v. Underdrain plan and profiles with cleanout locations.
- d. Prepare a Drainage Report in accordance with the CDOT Drainage Design Manual

Assumptions:

- No new major hydraulic structures are required.
- No scour calculations included.
- Existing drainage models, plans, and documents will be provided by DEN.
- Existing triple box culvert on Second Creek will not be replaced but will be investigated for repair.
 - Inspection and technical memo for Second Creek CBC:

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- Assumes 2-man inspection crew – 16 hrs each (32 hours total)
- Assumes preparation of repair feasibility memo (44 hours total)
- Assumes repair plan, details and specifications will be based on approved memo and is part of contingency funds (not base scope).
- Overnight lane closures are permitted to facilitate culvert/storm drain construction for MOT.
- No new bridges are planned over drainageways.

H. Floodplains Assessment

- a. Comply with the latest FEMA Federal Flood Risk Management Standard or equivalent in relation to Second Creek.
- b. Identify any planned changes to the floodplain from the proposed design.
- c. Analyze impacts and develop possible design actions to mitigate for the adverse impacts, coordinate with roadway and structural designer and proposed options to minimize or eliminate floodplain impacts.
- d. Assumption is no adverse impacts to the Second Creek floodplain that would trigger a CLOMR. This work is not included and would be covered under the contingency funds.

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

All wetland related work will be the responsibility of DEN with support from the Consultant for exhibits related to design impacts. Wetland delineation mapping will be provided to the consultant for use. Consultant scope assumes one (1) roll plot. It is assumed that DEN will provide delineation mapping in GIS or AutoCADD format. In coordination with DEN, Consultant shall attempt to develop a design that minimizes/avoids any wetland impacts.

J. Utilities and RTD A-Line

Utility coordination will be a joint effort between DEN staff and the consultant but the coordination effort will be led by DEN.

1. Collect utility location key maps for all existing and planned utilities in the area in coordination with the DEN. Conduct a QLB/C/D SUE investigation for all utilities within the project area. Perform QLA test holes at locations identified to be in conflict with the design to facilitate utility coordination. The potential impacts on or from utilities in the project area will be analyzed as well as any appropriate mitigation measures identified in the design plans.
2. The project also crosses the RTD A Line. All design elements must take the A Line bridge into account and minimize/eliminate any impacts. The Consultant must review and adhere to the current agreement between DEN and RTD. RTD coordination shall be led by DEN staff with assistance from the Consultant. Provide a structural integrity determination with RTD submittal. PUC application support is not included in this scope of work and would be funded from contingency.
3. There is an adjacent waterline design project that is about 6 months ahead of this project. The project is installing a waterline down the center of Pena Blvd. The engineer will need to coordinate design with that project. It is assumed that DEN will provide the waterline design in electronic format and consultant will show as 'by-others' in plan sheets.

Assumptions:

- 11 utility owners identified.



- Utility collection limits shown on *Attachment B – Utility Collection Limits Map*
- QLA test holes: 40 for Base Project, 16 for West (Final) Approach Project.
- Utility coordination and clearance letters will be prepared by DEN.
- Survey of utility marks to be completed by Jacobs.
- No permit costs included in QLB/C/D/A efforts.
- No butterfly diagrams, structure diagrams, 3D modeling, or MCGPR included.
- Sanitary sewer services are excluded from QLB/C/D investigation.

4. Utility Conflict Analysis

- Project Meetings, Coordination, Administration
 - Bi-Weekly Design Team Meeting (assumes 17 months)
 - Project administration includes the effort to coordinate and manage the task order for the duration of the Utility Conflict Analysis scope after the conclusion of the SUE scope.
 - Patricia McKinney-Clark was not involved in the SUE scope and will attend some of the design meetings to support the Utility Conflict Analysis Scope. Madeline Pool's hours in the SUE scope are for records research and SUE deliverable QAQC support only. She will need to attend all design team meetings to support the Utility Conflict Analysis Scope.
 - Project meetings, Coordination and Administration beyond 17 months is excluded from this scope of work and would be included in a future Task Order.
- Utility Conflict Analysis
 - Perform Conflict Analysis to identify potential conflicts with proposed design.
 - T2 UES, Inc. will host one-on-one meetings with Hg Consult, Inc. to review the conflict analysis and design to confirm all conflict have been identified (assumes 8 meetings – 1.5 hours/meeting). Two (2) staff max.
 - T2 UES, Inc. will host one-on-one meetings to inform DEN on the conflict analysis and prepare them for conflict resolution (assumes 4 meetings – 1.5 hours/meeting). Two (2) staff max.
 - Create 60% and 90% Conflict Plans and Matrix plan sheets
 - Provide project specifications content at 60%, 90% and 100% submittals.
 - Assumes two field visits at 6hrs each for two (2) staff max.
 - Deliverables: Utility Conflict Plans (CAD and PDF Sheets) and Matrix (excel and PDF Sheets), meeting minutes from meeting with HG Consult, Inc. and DEN to review conflict analysis
 - Assumes that T2 UES, Inc. will only create one Master Conflict Plan and Conflict Matrix. If DEN requests Conflict Plans per utility owner, additional time will be required to accommodate that request.
- Utility Conflict Resolution Meetings
 - 60 hours total are budgeted for the tasks below.
 - DEN will lead the utility coordination efforts with the utility owners and will communicate directly with utility owners.
 - T2 UES, Inc. will attend utility coordination meetings upon invitation from DEN to support the execution of the project's objectives.

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- T2 UES, Inc. will not create meeting minutes for the Utility Conflict Resolution Meetings.

- 30%, 60%, and 90% Plan Review
 - Attend 30%, 60%, and 90% Plan Review meetings.

- QLA Test Hole Analysis
 - T2 UES, Inc. will assist Hg Consult, Inc. and DEN in selecting QLA test hole locations.
 - T2 UES, Inc. will prepare the proposed test hole exhibits.
 - T2 UES, Inc. will incorporate the QLA test hole information into the conflict analysis plans and matrix.
 - T2 UES, Inc. will review the Hg Consult, Inc. Design plans and QAQC vertical utility information collected in QLA test holes.
 - Assumes DEN will communicate the results of the QLA investigation to the utility owners through the utility conflict resolution process.

Assumptions & Exclusions:

- DEN will lead the utility conflict resolution meetings.
- DEN will perform initial utility contact and set up coordination meeting with utility owners.
- DEN will submit relocation applications per utility owner requirements.
- T2 UES, Inc. will not create the Utility Agreements, Utility Clearance Letters, Utility Memorandums or LOA's.
- Hg Consult, Inc. will display the proposed utility relocations based on information gathered from utility conflict resolution meetings led by DEN. T2 UES, Inc. will support Hg Consult, Inc. to display the proposed utility relocations by QAQC'ing the design plans.
- All meetings are assumed to be virtual except for two field visits.

See *Attachment B – Utility Collection Limits Map* for limits and level of utility data collection.

K. Survey

Arrange project Field Survey and Mobile Lidar Survey. Coordinate with DEN/PM and DEN Survey for project control and survey requirements. Follow DEN Survey request protocols and make all Survey related submittals that must occur before Survey can begin. DEN Survey Control shall be used. The Consultant shall plan for the full survey of the project area at Notice to Proceed after coordinating the limits with DEN. The survey shall include the SUE markings and 56 potholes provided by the consultant team. Additionally, a bathymetric survey is required for one water quality pond north of Pena Boulevard and close to the Outbound on-ramp from Jackson Gap. The Consultant shall plan for Supplemental Survey after 30% design is complete to get full coverage.

The consultant shall receive survey information from the Pena Boulevard Outbound Low Point project to supplement their own. The Low Point survey information shall be verified, supplemented and merged with the survey model.

Assumptions for the DEN survey:



- 3rd party traffic control is not in base cost estimate, but is part of contingency if consultant determines it is needed. Intent is to perform work without impacting traffic.
- Bathymetric survey involves use of a 2-man crew with sonar. Rubber boat is excluded from scope of work and would be covered under contingency funds if requested.
- Supplemental survey after 30% is budgeted for 160 hours of field and office work time.
- Low point project survey verification is budgeted for 75 hours of field and office work time.
- GPR pavement mapping is not part of this scope of work.
- Estimate is for mobile lidar and standard field survey collection methods. Does not include aerial survey or imagery.
- Survey and mapping accuracy will meet FGDC tolerances for A/E construction
- Supplemental surveys after 60% would be part of contingency.
- Includes manhole dips for sanitary sewer in the project area.

See *Attachment C – Survey Collection Limits Map* for limits of survey collection included in the scope of work.

L. Traffic Design and ITS

Final signing, striping and signal design is required.

Striping/restriping of the entire project limits shall be included in the 30% plans for approval before moving forward. Gun Club Road shall be restriped accordingly to accommodate the new configuration.

The signing shall follow MUTCD design standards and CDOT design criteria. Impacted wayfinding shall be replaced as necessary. At a minimum, this will include a Parking DMS sign bridge between E470 and Gun Club along Pena Blvd and two static sign bridges between Gun Club and Jackson Gap, both inbound.

Wayfinding shall be designed in accordance with the DEN Pena Boulevard corridor signing concept. The DMS design will require IT elements and coordination with DEN technologies and DEN Parking.

The two southern Gun Club Signals shall be re-designed to meet the new configuration. The engineer shall attempt to use existing infrastructure before placing any portion of the signal.

The Consultant shall obtain all traffic volumes necessary to complete their design.

Assumptions:

- Number of wayfinding signs impacted by project is 5 maximum which includes the 3 noted above.
- Assumes a maximum of 2 locations on Gun Club, south of Pena Blvd. for signal designs (new or retrofit).
- Assumes one new signal location for the new Outbound off-ramp to Gun Club/76th Ave (north of Pena Blvd.).
- Assumes one retrofit signal design at new Outbound off-ramp to 78th Ave.
- New signal at Gun Club road and 77th Ave. is excluded from this scope of work and will be designed by others.
- Initial budget for traffic counts is \$18,000. Supplemental counts to be part of contingency.
- Vehicle detectors will be solar powered; VMS and DMS will have AC power.
- All devices will use cellular modems for communications; fiber connectivity is excluded from base scope of work.

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M. Traffic Control / Phasing Design

The Peña Boulevard phasing design plan shall maintain 3 lanes in each direction at all times. Determine phasing alternatives including preparation of two conceptual layout options with high level costs for consideration. Only one conceptual option will be carried forward for 30% and final design. Phasing plans shall be included, starting in the concept and 30% submittal as a roll plot for each phase and will be in sheet format starting at 60%. DEN allows lane closures overnight on an as needed basis. Temporary drainage design will use a 5-year storm frequency. Existing lighting levels will be maintained throughout construction, lighting level will not be increased.

Design Assumptions:

- Temporary traffic signals and timings excluded from this scope.
- Existing DMS signs for parking/other on a temporary cantilevered structures if inbound shifted. Parking DMS will be placed on permanent sign bridge structure for reconstructed inbound.
- Other existing static overhead signs can be ground mounted.
- Emergency pull-off spacing of ½-mile (space permitting)
- Hot mix asphalt will be used for temporary pavement throughout the project.
- Concrete pavement will be used for final pavement.
- Providing MOT/TCP plans for major phases and stages only. This does not include short-term construction activities (less than 3 days duration).
- Contractor will provide MHTs for utilities investigation, installation and relocations.
- Up to 4 critical typical sections will be provided per phase. Additional cross sections, if necessary, would be covered under the contingency funds.
- Temporary pavement detail sheets will be provided.
- 11-ft lanes on Peña
- 11-ft lanes on ramps, with 16-ft clear width
- 55 MPH design speed on Peña Boulevard. ramps and other roads will be posted 10 MPH under existing posted speed limit.
- 2-ft shy distance
- 1-ft shy as approved by DEN
- 3-ft unpinned barrier deflection allowed per CDOT standard details
- Existing signs will be used (where applicable) and not changed for construction signs.
- 1 detour will be created for each ramp closure.
- A standalone Traffic Management Plan (TMP) will not be provided.
- Gun Club and Jackson Gap cannot be closed concurrently.
- Cyclist will not be accommodated on Peña Boulevard during construction. Cyclists will be provided alternative routes.



N. Major Structural Design

For each proposed Bridge Widening and Bridge Rehabilitation, conduct an investigation of Accelerated Bridge Construction (ABC) opportunities and coordinate with DEN regarding benefit and feasibility. The design team will utilize CDOT's ABC Rating spreadsheet the concept design level based on a general understanding of the project and its site constraints. If the resulting ABC rating indicates little to no benefit in implementing ABC, the evaluation process is complete and is documented.

If the ABC rating indicates a benefit to implementing ABC, the Design Team shall execute the FHWA Analytic Hierarchy Process (AHP) software. This process uses a structured technique to organize and analyze only complex bridge construction decisions. It also provides a more in-depth evaluation to select the most appropriate ABC methods to meet the project goals and constraints.

a. Structural Data Collection

- i. Obtain the structure site data. The following data, as applicable, shall be collected: (Typical roadway section, roadway plan and profile sheets showing all alignment data, topography, utilities, preliminary design plan) Property/Right-of-Way restrictions, preliminary hydraulics and geology information, environmental constraints, lighting requirements, guardrail types, recommendations for structure type, and architectural recommendations.
- ii. Obtain data on existing structures. When applicable, collect items such as existing plans, inspection reports, structure ratings, foundation information, and shop drawings. A field investigation of existing structures will be made with notification to the DEN/PM. A field investigation of the 3-cell Second Creek concrete box culvert is planned and covered in the Section G.

b. Conceptual Design

- i. Determine the bridge widening concept based on MOT, lane configurations and existing conditions. The consultant shall create a conceptual design for bridge widenings to be included in the conceptual design submittal. Single and two span configurations will be evaluated at each location.

c. Structure Selection and Layout

- i. Review the structure site data to determine the requirements that will control the structure size, layout, type, and rehabilitation alternatives. On a continuing basis, provide support data and recommendations as necessary to finalize the structure site data. This includes taking the "A Line" bridge structure into account
- ii. Determine the structure layout based on MOT and lane configurations. For bridges, determine the structure length, width and span configurations that satisfy all horizontal and vertical clearance criteria. Single and two span configurations will be evaluated at each location. For walls, determine the necessary top and bottom of wall profiles.
- iii. Determine the structure type alternatives. For bridges, consider precast and cast-in-place concrete and steel superstructures and determine the spans and depths for each. For walls, determine the feasible wall types.
- iv. Determine the foundation alternatives. Consider piles, drilled caissons, spread footings, and



mechanically stabilized earth foundations based on geology information from existing structures and early estimates from the project geologist. To obtain supporting information, initiate the foundation investigation as early as possible during the preliminary design phase.

v. Determine the rehabilitation required for each structure.. Continued use of all or parts of existing structures shall be considered as applicable. The condition of existing structures shall be investigated and reported. Determine the modifications and rehabilitation necessary to use all or parts of existing structures and the associated costs.

vi. Develop the staged construction phasing plan, as necessary for traffic control and detours, in conjunction with the parties performing the roadway design and traffic control plan. The impact of staged construction on the structure alternatives will be considered and reported on.

vii. Compute preliminary quantities and preliminary cost estimates as necessary to evaluate and compare the structure layout, type, and rehabilitation alternatives.

viii. Evaluate the structure alternatives. Establish the criteria for evaluating and comparing the structure alternatives that, in addition to cost, encompass all aspects of the project's objectives. Based on these criteria, select the optimum structure layout, type, and rehabilitation alternative, as applicable, for recommendation to DEN.

ix. Prepare preliminary general layout for the recommended structure. Prepare structure layouts in accordance with current standards. Special detail drawings and a detailed preliminary cost estimate shall accompany the general layout. The special detail drawings shall include the architectural treatment. Perform an independent design and detail check of the general layout.

d. Structure Selection Report

Prepare a structure selection report to document, for submittal with the 30% design, and obtain approval for, the structure preliminary design. By means of the structure general layout, with supporting drawings, tables, and discussion, provide for the following:

i. Summarize the structure site data used to select and layout the structures. Include the following:

a) *Existing structure data, including sufficiency rating and whether or not the structure is on the "select list".*

b) *Project site plan*

c) *Roadway vertical and horizontal alignments and cross sections at the structure*

d) *Construction phasing*

e) *Utilities on, below, and adjacent to the structure*

f) *Hydraulics:*

Channel size and skew, design year frequency, minimum low girder elevation, design year and 500-year high water elevations, estimated design year and 500 year scour profiles, and channel erosion protection

g) *Preliminary geology information for structure foundation*

h) *Architectural requirements (matching existing)*

ii. Report on the structure selection and layout process. Include the following:

a) *Discuss the structure layout, type, and rehabilitation alternatives considered*

b) *Define the criteria used to evaluate the structure alternatives and how the recommended structure was selected*

c) *Provide a detailed preliminary cost estimate and general layout of the recommended structure*

iii. Obtain acceptance by DEN on the recommended structure and its layout. Allow approximately two weeks for review of the structure selection report. The associated general layout, with the revisions



required by the DEN review, will be included in the FIR plans. The structure selection report, with the associated general layout, must be accepted in writing by DEN prior to the commencement of further design activities.

e. Foundation Investigation Request

Initiate the foundation investigation as early in the preliminary design phase as is practical. On plan sheets showing the project control line, its stations and coordinates, utilities, identify the test holes needed and submit them to the project geologist. The available general layout information for the new structure shall be included in the investigation request.

O. Bridge Widening

- a. Existing bridge condition investigation (3) is based on available information and visual inspection. Determine condition of existing bridge deck, superstructure and substructure material. Bridge ratings to be provided with final design plans.
- b. Foundation Investigation Report (3)
 - i. Prepare a Foundation Investigation Request showing requested test hole locations.
 - ii. Formulate drilling pattern, perform the necessary subsurface investigation and collect samples as required.
 - iii. Perform the appropriate laboratory tests and analyze the data. Determine strength, allowable bearing capacity and corrosiveness of foundation material.
 - iv. Perform lateral analyses (deformation, moment, and shear) for the caissons and/or piles which are subjected to lateral loadings. This may be a computer analysis which will consider the group effect and selection of the soil parameters.
 - v. If appropriate, a pile driving analysis using a wave equation will be accomplished.
 - vi. Submit the Foundation Investigation Report to the DEN/PM for approval.

Prepare engineering geology plan sheet and copies of the Foundation Investigation Report foundation report with recommendations for type, size, and tip (bottom) elevation of the required foundation. Specify if pre-drilling, pile tip, casing, dewatering, etc., are needed for foundation construction.

Bridge load ratings will be prepared for three (3) proposed bridges and will be submitted with final design. It is assumed that DEN will provide the existing BrR rating files as the starting point for this evaluation.

Assumptions:

- Bridge inspections are assumed to be visual only, with no material extraction or testing.
- All three bridge widenings are based on spliced precast tub girders. If determined during structure selection that cast-in-place (CIP) girders will be used for the outbound Piccadilly bridge, additional design services will be required and covered under contingency.
- Bridge load ratings for each proposed bridge will be provided with final delivery.

P. Materials Engineering

A soil investigation shall be conducted.

- a. Determine test hole locations (horizontal and vertical) and coordinate with the DEN/PM.
- b. Collect soil samples and test for:
 - i. Classification



- ii. Moisture – Density Relationship
- iii. Resistance Value
- iv. Corrosiveness – Note locations of high corrosiveness with recommendations; see CDOT pipe material selection policy.
- v. Bearing Capacity
- c. Prepare and submit a soils investigation report for approval.

Q. Pavement

- a. New Pavement Structure
The feasible PCCP alternatives of new pavement structure shall be designed utilizing procedures accepted by the DEN/PM. New pavement designs for widening shall be compatible with adjacent pavements. This also includes a temporary asphalt section for detoured Peña traffic.
- b. Pavement Justification
 - i. Basic factors:
 - a) Desired life expectancy (obtain design life from DEN).
 - b) Required maintenance activities intervals.
 - c) Basis for performance life.
 - ii. Analyze life cycle cost of the selected alternatives:
 - a) Perform analysis with unit and maintenance costs from DEN. Determine present worth and annual costs in accordance with the procedures in the CDOT Pavement Design Guide.
 - b) Compare alternatives over the same life span.
 - c) Recommend the pavement structure and provide the basis for the recommendations.
- c. Pavement Design Report
Include all the above tests, investigations, analyses, and calculations performed. Submit to the DEN/PM for acceptance after the Conceptual Submittal.

Assumptions:

- Infiltration/percolation tests are excluded.
- Includes four engineered structures, each less than 60 feet in length.
- Assumes widening on one side of each of the three single-span bridges.
- Includes six retaining walls, each less than 100 feet long (located at the widened bridges).
- Life Cycle Cost Analysis (LCCA) limited to Peña Boulevard only. Roadway to provide preliminary HMA and PCCP quantities.
- Two groundwater monitoring holes included.
- Bore hole assumptions: 86 for the Base Project and 17 for the West Approach Project.

R. Roadside Development and Landscaping

Previous recent projects have constructed curb and gutter with cable rail for storm drainage runoff and erosion control protection. This project will analyze the options for roadside curb & cable rail versus hardscape/rock treatments and other lower cost/lower maintenance solutions. It is assumed that three (3) alternatives will be evaluated with maintenance, erosion, seeding, and safety all key considerations. This scope of work includes analysis and design for the roadside pavement edge and embankment slope treatment and excludes other landscaping design treatments, unless otherwise added as an additional service.



The Consultant, in coordination with DEN, will analyze three roadside design options, evaluate and select the preferred alternative with DEN approval, and include the selected option in the 30% design roll plot.

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

- a. Roadside design
- b. Landscaping elements as part of the preferred roadside development.
- c. Determine the most economical landscape establishment alternative, finalize concept, and complete the plan.

S. Lighting plans

Street lighting infrastructure includes mid-mast poles and high mast light poles (around previous toll plaza west of Gun Club Road). Complete a concept layout of both options and conduct an analysis of high mast lighting versus traditional roadside light poles for the entirety of the project limits. Analysis will include concept layout of light poles, photometric calculations to determine quantity of poles, light fixtures and distribution to develop a budget for each option. Coordinate with DEN for comparison, costs, metrics and opportunities. Relocations of existing would be completed by Xcel under the DEN franchise agreement. DEN will be responsible for coordination with Xcel. Selected option will be advanced to subsequent design and plans.

- i. Provide a foundation investigation for each proposed/relocated high mast light location.
- ii. After approval of the lighting concept and locations of the lights, the lighting design will be completed with the following information shown on the plan sheets:
 - a) Circuit type and voltage of power source
 - b) Location of power source (coordinated with the utility engineer)
 - c) Luminaire type and lumens
 - d) Light standard type and mounting height
 - e) Bracket arm type and length
 - f) Foundation details
 - g) Size and location of electrical conduit
 - h) Locations of power sources(s)/lighting control center(s) (if appropriate)
 - i) Location of direct burial cable
 - j) Size of wiring and/or direct burial cable
- iii. Coordinate with DEN and Xcel for executed work orders.

T. PROJECT GOALS

This project is intended to produce the following improvements:

- Safety
 - Improve the safety of all travelers in the corridor, fully supporting the City's Vision Zero goal.
- System Functionality
 - Produce a project that is consistent with the DEN's vision and commitments and is consistent with surrounding planning and studies.



- Deliver a project that is consistent with and building upon DEN Vision 100 including: sustainability & resiliency; equity, diversity, inclusion & accessibility; continuous stakeholder input/feedback; and enhancing the customer experience.

The Pena Boulevard improvements between E-470 and Jackson Gap Boulevard are intended to improve failing infrastructure, enhance safety, and address congestion.

U. ENVIRONMENTAL SUSTAINABILITY

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

Figure 1 Vision 100 and Operation 2045 Strategic Guiding Principles



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

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

As part of this effort, the Consultant shall work with DEN to reach an Envision Silver ISI Certification on this project. The ISI Certification will be led by DEN with support from the Consultant. It is assumed that DEN will lead the Envision certification process including the application and that the Consultant will facilitate the integration of Envision principles within the design upon the direction of DEN. This scope of work assumes the Consultant will provide an Envision review at each submittal level and provide comments to the team as part of the submittal review process. The Consultant Envision representative will attend quarterly DMT meetings.

V. PROJECT LIMITS

The Peña Boulevard E470 to Jackson Gap Boulevard Design is in Denver County and goes from the E-470 Interchange to the Jackson Gap Interchange.

Project Location Map

See *Attachment A – Project Limits Map*

W. WORK DURATION

The time period for the work described in this scope is assumed to be 17 months from Notice to Proceed. . Additional services requested may require a time extension.

X. WORK PRODUCT

The work in the scope of services for this project will include the followings services, for the assumed 17 month duration:

1. Coordination of Design Work efforts and support documentation with ISI Envision sustainability framework.
2. Project Coordination
3. Schedule Management
4. Risk Assessment and Mitigation Planning
5. Meeting Minutes, Agendas, Monthly project update reports
6. Reports, Design plans, specifications and engineer’s estimate.
7. Coordination and submittals for CCD related permitting.

Requirements are further described in the sections that follow.

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SECTION 2 PROJECT MANAGEMENT AND COORDINATION

A. PROJECT COORDINATION

Coordination will be required with the following at a minimum:

1. Cities: City & County of Denver
2. Counties: City & County of Denver
3. Regional Transportation District (RTD)
4. Utilities
5. Colorado Department of Public Health and Environment (CDPHE)

The consultant should anticipate that a design which affects another agency will have to be accepted by that agency prior to its acceptance by DEN. Submittals to affected agencies will be coordinated with DEN. Consultant will provide submittals to DEN and DEN will provide submittals and comments from stakeholders.

It is assumed that DEN will obtain any necessary right of entry and will coordinate with all stakeholders in the project area, including the stakeholders above.

B. NOTICE TO PROCEED

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

C. PROJECT COMMUNICATION

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

D. PERSONNEL QUALIFICATIONS

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



2. All tasks assigned to the Consultant must be conducted by a person on the Consultant team that is qualified and has specific expertise in that task. The qualified person is a professional with the necessary education, certifications (including registrations and licenses), skills, experience, qualities, or attributes to complete a particular task. Design of any special project features must be directed, completed, and overseen by a professional engineer with significant experience in design of those special project features.
3. This contract requires that the prime firm or any member of its team, be pre-qualified in the following disciplines for the entire length of the contract:
 - BR – Bridge Design
 - CE - Civil Engineering,
 - EL -Electrical Engineering,
 - EN - Environmental Engineering,
 - GE - Geotechnical Engineering,
 - HD - Highway & Street Design,
 - HY - Hydrology and Hydraulics (including PWQ),
 - LA – Landscape Architecture
 - MA - Management (Contract Admin),
 - MT – Materials Testing
 - SE -Structural Engineering,
 - SU – Surveying and ROW
 - TP - Transportation Engineering
 - TR - Traffic Engineering
4. It is the intent of DEN that all key personnel be engaged to perform their specialty for all services required by this contract, and that the Consultant’s key personnel be retained for the life of this contract to the extent practicable and to the extent that such services maximize the quality of work. If the Consultant or a subconsultant decides to replace any of its key personnel, the Consultant shall notify the DEN/PM in writing of the desired change. No such changes shall be made until at least two qualified replacement candidates are recommended by the Consultant and a replacement is approved in writing by the DEN/PM. The DEN/PM’s approval shall not be unreasonably withheld.
5. Failure of the Consultant to comply with the requirements of this provision may be the basis for DEN’s termination of this contract. The DEN/PM shall respond to the Consultant’s written notice regarding replacement of key personnel within fifteen working days after the DEN/PM receives the list of proposed changes. If the DEN/PM or its designated representative does not respond within that time, the listed changes shall be deemed to be approved. If during the term of the contract the DEN/PM determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant and give the Consultant the time which the DEN/PM considers reasonable to correct such performance. Thereafter he may require the Consultant to reassign or replace such key personnel. If the DEN/PM notifies the Consultant that certain of their key personnel or the key personnel of a subconsultant should be replaced, the Consultant shall use its best efforts to replace such key personnel within a reasonable time, not to exceed thirty calendar days from the date of the DEN/PM’s notice.

E. REPORTING AND BILLING

The Consultant shall provide the following on a routine basis:

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- Coordination: Coordination of all contract activities by the C/PM
- Periodic Reports and Billings: The periodic reports and billings required by DEN, including monthly drawdown schedules.
- General Reports and Submittals: In general, all reports and submittals must be approved by DEN prior to their content being utilized in follow-up work effort.

F. ELECTRONIC SUBMITTALS

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

G. PROJECT DESIGN DATA AND STANDARDS

The consultant is responsible for compliance with the most recent DEN versions of the standards and specifications, manuals, and software or as directed by the DEN/PM. Conflicts in criteria shall be resolved by the DEN/PM. The standards and specifications in effect at the time the design is completed shall be the governing standards for the project. This scope does not include revisions to the design if DEN updates its standards after the design has been completed.

H. SCOPE OF WORK ORGANIZATION

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



SECTION 3 SCOPE OF SERVICES

1. *Design Services* – The Consultant shall provide professional and engineering services as described in this scope of work. Design services shall also include Consultant support of coordination with the utility owners as described in Section 1.J.

Meetings included in the scope of work:

- Weekly progress meetings for 17 months (virtual). 1 hour meeting assumed for one (1) Hg staff and one (1) Jacobs staff.
- Monthly PMT meetings. Assume nine (9) 1 hour virtual meetings and eight (8) 1 hour in-person meetings at DEN for up to two staff members from each consultant firm.
- Quarterly DMT meetings. Assume five (5) 1 hour in-person meetings for up to three (3) Hg staff.
- Deliverable review meetings assumed at concept, 30%, 60% and 90% submittal. Assumes four (4) 2 hour in-person meetings at DEN.

The consultant will create, utilize and manage a risk registry (based on a format provided by DEN). Will be developed during the conceptual phase and updated at each plan deliverable.

1. *City and County of Denver Coordination and Submittals* –The consultant shall coordinate with and make DEN submittals during the design phase, as described in this scope of work, and based on the schedule in item 8 below.
2. *Cost Estimating* – Cost estimates shall be provided with each design submittal. Cost estimates shall be unit price based. Cost estimates will also be reviewed by the DEN Project Management Office estimators and will provide feedback on adjustments for trending material and labor market conditions at the time of estimating.
3. *DFI/BIM/CAD Requirements* – Consultant will utilize and adhere to all applicable requirements and software platforms outlined in the current Digital Facilities & Infrastructure DSM. Shortly after NTP a meeting will be coordinated by DEN with the DEN BIM and Data Management Team for early coordination of data requirements to establish standards for design data and final submittal.
4. *Design Deliverables* – The anticipated design deliverables are: Concept, 30%, 60%, 90%, 100%, Issue for Bid, and Issue for Construction. Each deliverable shall include the applicable plans, specifications (starting at 60%), cost estimate, DFI/BIM/CAD submittal, and preliminary construction schedule (Primavera format, starting at 60%) to aide in determining construction duration. Below is the assumed content at each submittal level:

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	Concept	30%	60%	90%/100%/1BF/1FC
Format	Roll Plot	Roll Plot*	Plan Sheets	Plan Sheets
Roadway 2D Design	●	●	●	●
Roadway Typical Sections	●	●	●	●
Roadway 3D Design		○	●	●
Roadway Cross Sections		○	●	●
Roadway Design & Detailing			●	●
Drainage 2D Design		○	●	●
Drainage Profiles & Detailing			●	●
SWMP			●	●
Structure Concept	●	●		
Structure Design		○	●	●
Structure Detailing			●	●
MOT Concept	●	●		
MOT Design & Detailing			●	●
Existing Utilities	●	●	●	●
Utility Conflict and Matrix			●	●
Lighting Concepts	●	●		
Lighting Design & Detailing			●	●
Concept Striping	●	●		
Signing and Striping Design			●	●
Signal Layout		●		
Signal Design & Detailing			●	●
Preliminary Quantities and Cost Estimate	●	●		
Full Quantities, Tabs, and Cost Estimate			●	●
Draft Specifications Package			●	
Specifications Package				●
Water Quality Concept	●	●		
Water Quality Design			●	●
Construction Schedule			●	●

*The 30% roll plot submittal will build on the conceptual roll plot with added design detail typical of this stage—refined line and grade, preliminary cross sections, select 3D information, and supporting quantities and cost estimate development. It provides a more complete corridor-wide view to support continued coordination and informed decision-making.

The Consultant shall host review sessions in Bluebeam and provide as a submittal, the reports of the comments and session. Comment resolution documentation shall also be submitted documenting how comments were addressed with the subsequent deliverable.

Anticipate 2 weeks for DEN to review each deliverable, and a comment resolution meeting following review.

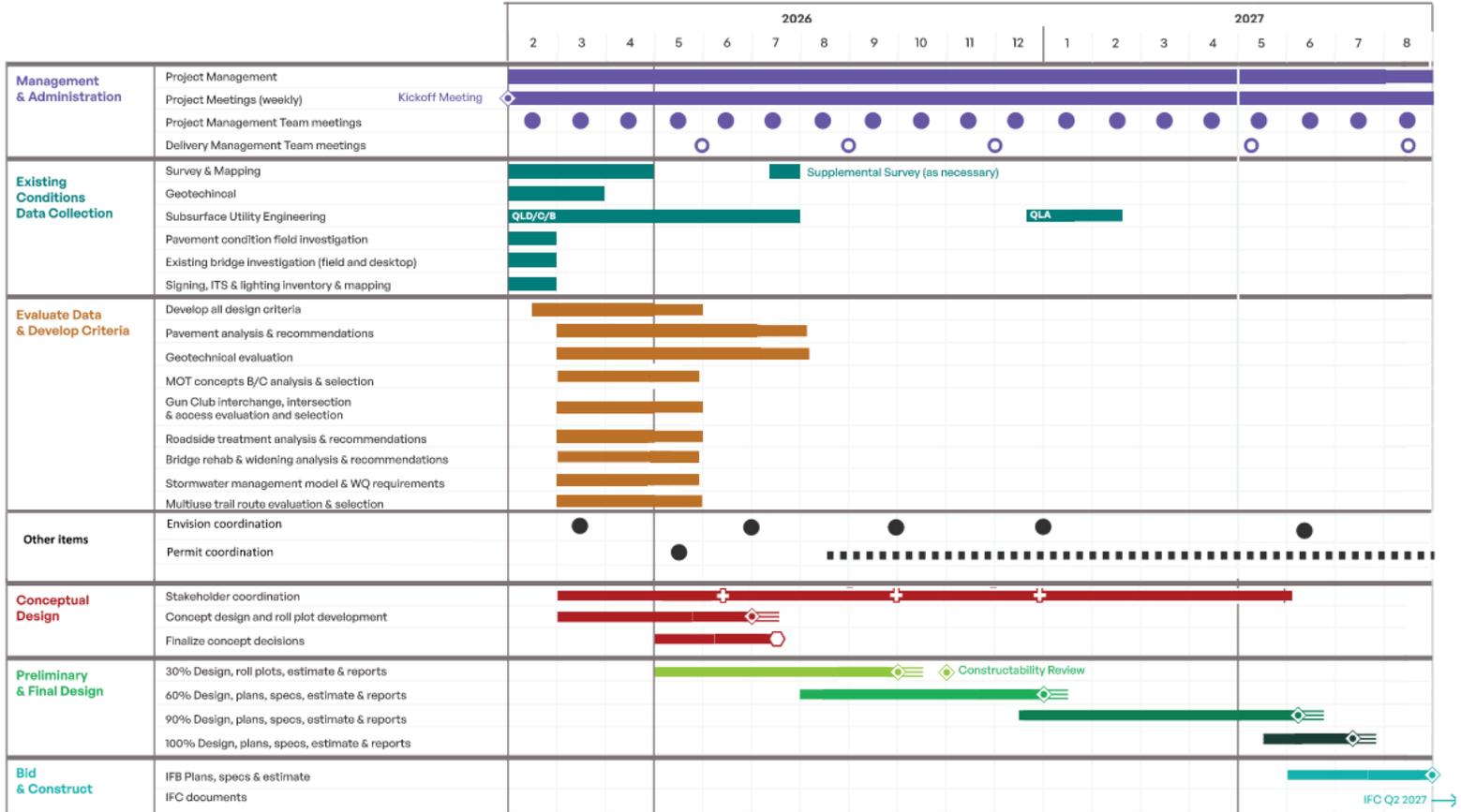


5. *Bid Services* – The Consultant shall be available for response of bidder questions, and revisions to bid documents and plans as necessary. The Consultant shall compile any revisions for an IFC deliverable upon completion of the construction bid period. All bid services support to be provided up to \$35,000. This scope of work assumes an open invitation to bid will be issued.
6. *Services During Construction* – The Consultant shall provide services during construction of the project including but not limited to, attending construction meetings, site observation, submittal reviews, RFI response, plan revision and necessary services, within control of the Consultant to maintain construction flow and meeting the construction schedule. To be negotiated separately upon completion of design and plans and funded from contingency.
7. *Services after design* - Following completion of design are included within the scope of work. The specific budget for these post-design efforts will be reviewed and approved by the Owner prior to the start of construction activities. Services after design scope and budget must be reviewed and approved in writing by the Owner prior to initiation of any work or commitment of funds. No services after design work shall proceed without formal authorization from the Owner.
8. *Owner Held Contingency* – An Owner-Held Contingency is included under this scope to address unforeseen work efforts that may arise during the project and are outside the originally defined scope of services. Use of contingency funds will be limited to additional work activities that are necessary to advance the project and that could not have been reasonably anticipated at the time of contract execution. All expenditures from the Owner-Held Contingency must be reviewed and approved in writing by the Owner prior to initiation of any work or commitment of funds. No contingency work shall proceed without formal authorization from the Owner.
9. *Unifier* – DEN has implemented Oracle’s Primavera Unifier, a project lifecycle management application that will be used as a collaboration tool for the project. The consultant shall utilize this system for activities, including but not limited to, submitting design deliverables, reviewing and responding to construction RFIs, contractor submittals, pay application, and change documentation, as requested. It is assumed that two (2) members of the consultant team will be trained by DEN to access Unifier.

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10. *Schedule* – Below is the anticipated project schedule, assuming NTP February 2026.





SECTION 6 SUPPLEMENTAL WORK AND CONTRACT CONCLUSION

A. SUPPLEMENTAL WORK - All items in this section are included potential scope of work items that may be added at DEN's discretion and subject to negotiation. It is anticipated that this contract may be supplemented for other activities as needed or beneficial to DEN for the completion of preliminary or final design and during the construction phase. This supplemental work shall be approved by DEN prior to initiation. This work is not included in the base scope pricing and if approved will be paid from the City controlled contingency amount. This work may include but is not limited to:

1. Designer support services during construction
 - i. Responses to contractor requests for information (RFI's)
 - ii. Support to construction change management processes
 - iii. As-built plans and other construction contract close out requirements
2. Preparation of separate construction bid packages for Final Approach and Gun Club improvements
3. Camera Design
 - i. DEN is considering the addition of cameras to add to their current operations system. The design will include power and communication.
4. VMS/DMS sign(s)
 - i. Investigation and design for the addition of DMS for Pena Blvd outbound within the project area. The design would include communication and power. Coordination with DEN Signing and DEN IT are required.
 - ii. Investigation and design for the addition of VMS for Pena Blvd outbound within the project area. The design would include communication and power. Coordination with DEN Signing and DEN IT are required.
5. Traffic Counters
 - i. Recommend locations for and design permanent traffic counters within the project area. Coordination with DEN Planning, DEN Ops and DEN IT will be required.
6. Fiber Installation
 - i. Design of a fiber backbone conduit and vaults within the project area per DEN IT Requirements.
7. Environmental Services Assistance
 - i. The Engineer may be asked to supply environmental support staff to aid DEN Environmental with NEPA and/or permitting determination related to this work. This may include but not be limited to field analysis, wetland mitigation, document creation, coordination with the Army Corps of Engineers and submittals.
8. Traffic signalization or roundabout design beyond concept design
9. Supplemental topographic surveys west of proposed survey area
10. Preparation and approval of a FEMA CLOMR
11. Preparation of separate construction bid packages for Final Approach and Gun Club improvements
12. Design of CIP girder bridge(s).
13. Utility coordination and meetings beyond 17 month scope of work duration.

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14. Other services deemed necessary to advance the Project and that are reasonably related to the Scope of Work but could not have been reasonably anticipated at the time of contract execution.

B. CONTRACT COMPLETION

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

1. Project Schedule
2. Project Progress Meeting Minutes
3. Completion of review of contract submittals
4. Design Plans, Specifications and Engineer's Estimate
5. Hydrological & Hydraulic Report (signed and sealed)
6. Structural Reports (signed and sealed)
7. Geotechnical Report (signed and sealed)
8. All CCD Environmental Permits
11. Utility investigations, and SUE
12. Digital Topographic and Terrain Survey Data
13. Photography Products
14. Survey Report
15. DEN BIM Requirements

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LIST 1 – SUBMITTALS

WORK TASKS

- Periodic Reports
- Billings
- Meeting Minutes
- Project Schedule
- Design Criteria Table
- Survey Plan
- Initial Submittal of topographic survey data collection
- Quality Control Plan

ROUTE LOCATION SURVEY

- Approved MHT's
- Survey data in raw, unedited formats
- QLB/C/D Utility line work CAD files, including QLA test hole locations
- Existing culverts report
- Access report
- Topographic survey notes
- Contour plan checked for errors
- Survey control diagram
- Field books
- Electronic Survey Files
- Survey Topographic Data
- Monument Records
- Control & Monumentation Plan Sheets
- Aerial Photography Index Map Sheets
- Aerial Photography Contact Sheets
- Low Point Project survey confirmation

PERMITS

- Dewatering / 402 Permit
- CDPHE Permit
- SUDP Permit
- CASDP Permit

PRELIMINARY DESIGN

- Electronic Survey Data
- Geology & Soils Investigation Report
- Pavement Design Report
- Existing Bridge Condition Report
- Foundation Investigation Report
- Engineering Geology Plan Sheet(s)
- Preliminary Hydraulic Design Report, including preliminary PWQ design
- Preliminary Floodplain Report



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Preliminary Storm Water Management Plan
Preliminary QLB/C/D Utility Plan Set & Preliminary QLA Test Hole Reports
Utility Relocation Recommendations
Structural Selection Report
Final Materials Recommendations
Analysis of roadside treatment (curb, cable rail, barrier, hardscape, etc.)
Final Pavement Selection Report
Intersection Alternatives Study (75th and Gun Club)
Concept Lighting Plans for mid-mast and high mast with alternatives analysis
Preliminary Cost Estimate
30% roll plot
List of deviations from Standard Design Criteria
Corrected 30% roll plot
Design Criteria Table
Design Criteria Calculations
Traffic Volumes
BIM Submittals

FINAL DESIGN

Final Hydraulic Design Report, including preliminary PWQ design
Final Floodplain Report
Final QLB, C, & D Utility Plan Set
Final QLA Test Hole Reports
Final Geotechnical Report
Correspondence with Agencies, Entities, and Public
Structure Final Review Plans & Specifications
Construction Phasing Plan
Storm Water Management Plan
60% Plans & Specifications
60% Cost Estimate
90% Plans & Specifications
90% Cost Estimate
100% Plans & Specifications
100% Cost Estimate
Final Review Revisions
BIM Submittals

TRAFFIC ENGINEERING

Signing/Pavement Marking Plans
Signalized Intersection Plans & Specifications
Traffic Control Plan
Analysis Reports

ROADSIDE PLANNING

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Bike path Plans & Specifications
Lighting Plans & Specifications

CONSTRUCTION PLAN PACKAGE

Final Plans, Specifications & Estimate Package for Advertisement

Final Cross Sections

Schedule of Quantities

Design Decisions

Variances

Original Surface Digital Terrain

Final Surface Digital Terrain Model

Design Digital Terrain Model Staking Data

Earthwork Quantities

Mass/Haul diagram

Project Calculations (electronic)

Worksheets (electronic)

Design Notes

Independent Design Review Reports

Roadway Design Data Submittal

Major Structure Design Final Submittal

Bridge Construction Pack

Record Plan Sets

~~As-Built Plan Sets~~ (not included in this scope of work)

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

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DESIGN SERVICES: Design Services include preparation, reproduction, and submittal of interim and final documents for all design / studies services checked below:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Design schedule | <input checked="" type="checkbox"/> Communications |
| <input checked="" type="checkbox"/> Design analysis | <input type="checkbox"/> Lightning protection |
| <input type="checkbox"/> Programming | <input type="checkbox"/> Acoustical and noise control |
| <input checked="" type="checkbox"/> Design criteria | |
| <input checked="" type="checkbox"/> Technical analytical studies | <input checked="" type="checkbox"/> Signage |
| <input type="checkbox"/> Building and fire code | <input checked="" type="checkbox"/> Landscape |
| <input type="checkbox"/> Accessibility (ADA) | <input type="checkbox"/> Food service |
| <input checked="" type="checkbox"/> Soils / geotechnical | <input type="checkbox"/> Interior furnishings |
| <input checked="" type="checkbox"/> Structural | |
| <input checked="" type="checkbox"/> Traffic flow / circulation | <input checked="" type="checkbox"/> Construction schedule |
| <input checked="" type="checkbox"/> Lighting | <input checked="" type="checkbox"/> Cost estimating |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Planning study |
| <input type="checkbox"/> Energy | |
| <input checked="" type="checkbox"/> Water quality | <input type="checkbox"/> Presentations |
| <input type="checkbox"/> Noise / acoustics | <input type="checkbox"/> Renderings |
| <input checked="" type="checkbox"/> Materials | <input checked="" type="checkbox"/> Models |
| <input checked="" type="checkbox"/> Constructability | |
| <input type="checkbox"/> Life cycle | <input checked="" type="checkbox"/> Bid documents |
| | <input type="checkbox"/> Proposal documents |
| <input type="checkbox"/> Architecture | <input checked="" type="checkbox"/> Conformed contract documents |
| <input checked="" type="checkbox"/> Civil | |
| <input checked="" type="checkbox"/> Structural | <input type="checkbox"/> Bid evaluation |
| <input type="checkbox"/> Mechanical | <input type="checkbox"/> Building Department Plan Review |
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Construction administration |
| <input type="checkbox"/> Plumbing | <input checked="" type="checkbox"/> Record documents |
| <input type="checkbox"/> Fire alarm / protection | <input type="checkbox"/> Contract closeout |
| <input type="checkbox"/> Cathodic protection | <input checked="" type="checkbox"/> Project administration and coordination |
| <input type="checkbox"/> Security system | |
| | <input checked="" type="checkbox"/> Updated as-built BIM / CAD files for DEN records |

OTHER DESIGN SERVICES:

(Describe other necessary design services)

- Topographic Surveying
- Utility/SUE Investigation

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DESIGN STANDARDS MANUALS (DSM):

Applicable DEN Design Standard Manuals to initial scope are identified below and may be downloaded at [Business Requirements](#) | [Business Opportunities](#) | [DEN Business Center \(flydenver.com\)](#):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Standards and Criteria | <input type="checkbox"/> Fueling Systems |
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Life-Safety |
| <input checked="" type="checkbox"/> Civil Infrastructure | <input type="checkbox"/> Mechanical |
| <input checked="" type="checkbox"/> Communications & Electronic Systems | <input type="checkbox"/> Structural |
| <input checked="" type="checkbox"/> Digital Facilities & Infrastructure/BIM | <input type="checkbox"/> Sustainability |
| <input type="checkbox"/> Electrical | |

PROJECT PHASE SUBMITTALS:

Submittals shall be delivered using DEN’s Primavera Unifier Platform in formats defined in DSM Standards and Criteria Chapter 32. Submittals are required for the project design phases checked below:

- | | |
|---|---|
| <input type="checkbox"/> Design analysis report – initial and final only | <input checked="" type="checkbox"/> Const. Documents – 90% |
| <input checked="" type="checkbox"/> Design analysis report – initial and all phases | <input checked="" type="checkbox"/> Const. Documents – 100% |
| <input type="checkbox"/> Schematic Design | <input checked="" type="checkbox"/> Const. Documents – Issue for Bid |
| <input checked="" type="checkbox"/> Design Development | <input checked="" type="checkbox"/> Const. Documents – Issue for Construction |
| <input checked="" type="checkbox"/> Const. Documents – 30% | <input checked="" type="checkbox"/> Plan Review Approval Documents |
| <input checked="" type="checkbox"/> Const. Documents – 60% | <input checked="" type="checkbox"/> Record Documents |
| | <input checked="" type="checkbox"/> PDF Documents (at all design phases) |

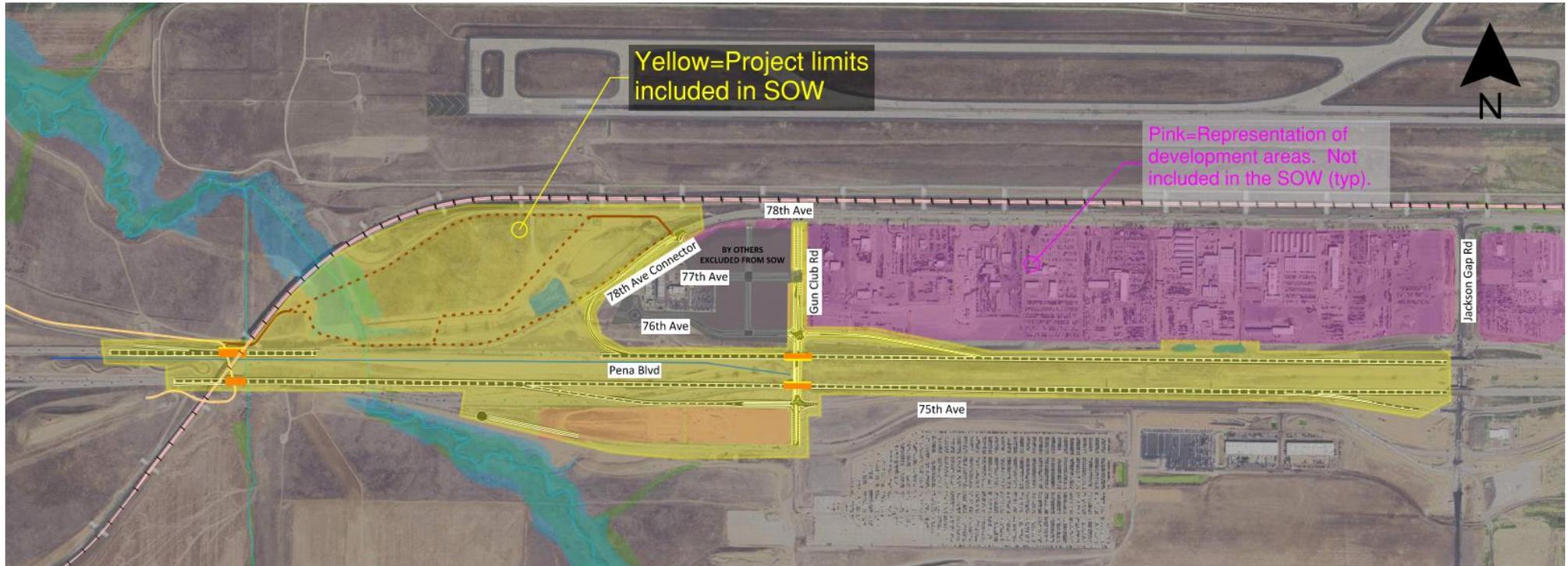
STANDARDS & CRITERIA DSM – MODIFICATIONS & OTHER REQUIREMENTS:

N/A

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Attachment A – Project Limits Map





Attachment B – Utility Collection Limits Map





Attachment C – Survey Collection Limits

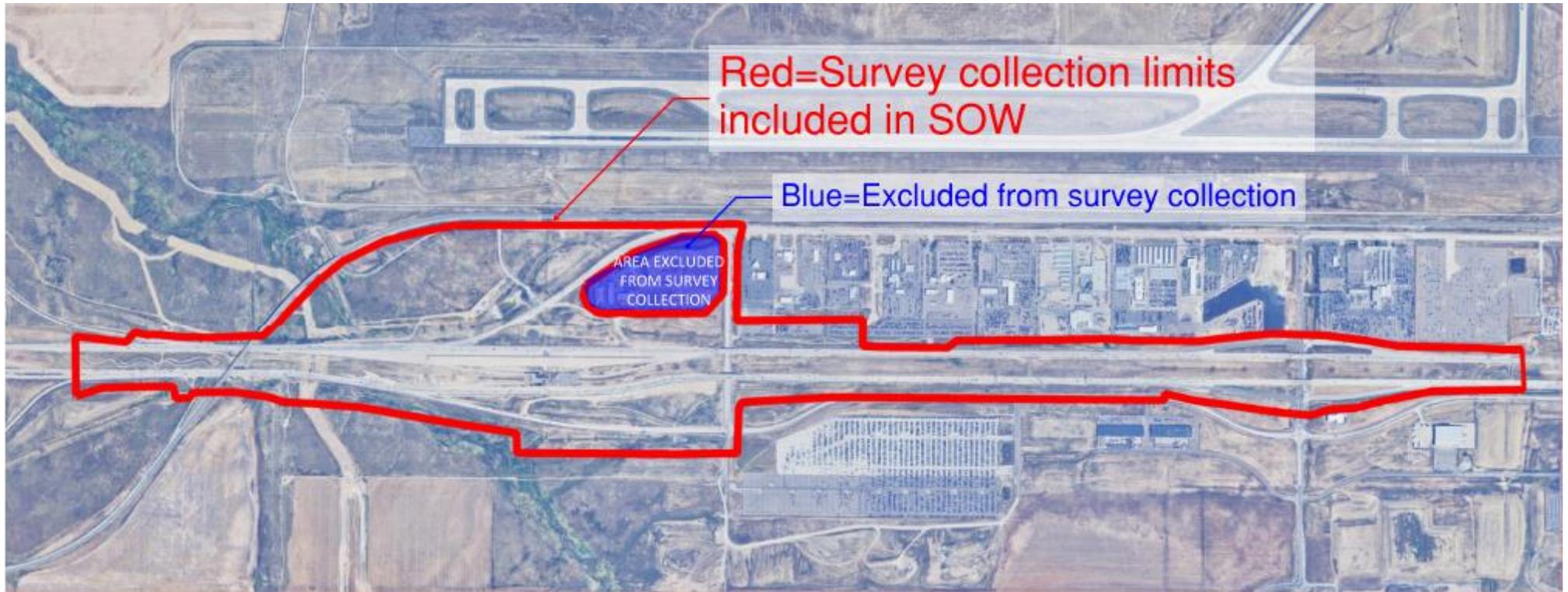




Exhibit B

Denver International Airport

Design, Engineering, & Construction (DEC)

Professional Services Agreements

Core Staff Rates

Contract Name:

Contract Number:



City and County of Denver

Company Proprietary Information

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

Revision January 2024



EXHIBIT B

Prime Consultant:	Hg Consult, Inc.
DEN Contract Number:	
DEN Contract Name:	
Project Name:	Pena Boulevard Reconstruction E-470 to Jackson Gap Design
Project Number:	RFP 202577849
MWBE / SBE /DBE Contractual Goal:	12%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	MWBE / SBE Goal %	Multiplier Factor	Prime's Mark-up
1	Hg Consult, Inc.	Prime	38%	2.86	0%
2	Entitlement and Engineering Solutions, Inc	Sub-Contractor	4%	3.02	0%
3	Geocal, Inc.	Sub-Contractor	4%	2.60	0%
4	Jacobs Engineering Group, Inc.	Sub-Contractor	0%	2.33	0%
5	PK Electrical, Inc.	Sub-Contractor	6%	3.37	0%
6	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	0%	3.10	0%
7	note: Staff positions for 5 and 6 are located in Exhibit B (2 of 2)				
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EXHIBIT B

Prime Consultant:	Hg Consult, Inc.
DEN Contract Number:	
DEN Contract Name:	
Project Name:	Pena Boulevard Reconstruction E-470 to Jackson Gap Design
Project Number:	RFP 202577849
MWBE / SBE / DBE Contractual Goal:	12%
Effective Date of Form submission:	11/12/2025

Velvet Kuesel 11/12/2025 Date

Contract Designee Signature

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Position	Fully Burdened Rate to City	Overtime Rate to City
1	Hg Consult, Inc.	Prime	Administrative Support Assistant I	\$ 139.50	
2	Hg Consult, Inc.	Prime	Contract Administrator I	\$ 148.55	
3	Hg Consult, Inc.	Prime	Contract Manager I	\$ 233.59	
4	Hg Consult, Inc.	Prime	Contract Manager II	\$ 304.59	
5	Hg Consult, Inc.	Prime	Engineer III	\$ 133.38	
6	Hg Consult, Inc.	Prime	Engineer IV	\$ 147.86	
7	Hg Consult, Inc.	Prime	Engineer V	\$ 153.34	
8	Hg Consult, Inc.	Prime	Engineer VI	\$ 171.29	
9	Hg Consult, Inc.	Prime	Engineer VII	\$ 174.55	
10	Hg Consult, Inc.	Prime	Engineer VIII	\$ 203.77	
11	Hg Consult, Inc.	Prime	Engineer IX	\$ 259.52	
12	Hg Consult, Inc.	Prime	Engineer Technician I	\$ 97.75	
13	Hg Consult, Inc.	Prime	Engineer Technician III	\$ 134.08	
14	Hg Consult, Inc.	Prime	Enginner Technician IV	\$ 159.16	
15	Hg Consult, Inc.	Prime	Principal Project Manager	\$ 292.26	
16	Hg Consult, Inc.	Prime	Project Manager	\$ 221.93	
17	Hg Consult, Inc.	Prime	Project Manager I	\$ 231.67	
18	Hg Consult, Inc.	Prime	Project Manager II	\$ 249.61	
19	Hg Consult, Inc.	Prime	Scientist 1	\$ 107.32	
20	Hg Consult, Inc.	Prime	Scientist 2	\$ 122.64	
21	Hg Consult, Inc.	Prime	Scientist 4	\$ 196.98	
22	Hg Consult, Inc.	Prime	Scientist 5	\$ 264.79	
23	Entitlement and Engineering Solutions, Inc	Sub-Contractor	Engineer II	\$ 141.22	
24	Entitlement and Engineering Solutions, Inc	Sub-Contractor	Engineer III	\$ 169.75	
25	Entitlement and Engineering Solutions, Inc	Sub-Contractor	Engineer V	\$ 159.70	
26	Entitlement and Engineering Solutions, Inc	Sub-Contractor	Principal Project Manager	\$ 326.45	
27	Entitlement and Engineering Solutions, Inc	Sub-Contractor	Project Accountant	\$ 215.69	
28	Entitlement and Engineering Solutions, Inc	Sub-Contractor	Project Manager II	\$ 310.91	
29	Geocal, Inc.	Sub-Contractor	Engineer III	\$ 100.64	
30	Geocal, Inc.	Sub-Contractor	Engineer VI	\$ 130.23	
31	Geocal, Inc.	Sub-Contractor	Engineer IX	\$ 241.34	
32	Geocal, Inc.	Sub-Contractor	Engineer Technician III	\$ 90.22	
33	Geocal, Inc.	Sub-Contractor	Enginner Technician IV	\$ 102.11	
34	Geocal, Inc.	Sub-Contractor	Field Engineer	\$ 96.36	
35	Geocal, Inc.	Sub-Contractor	Field Superintendent	\$ 110.84	
36	Geocal, Inc.	Sub-Contractor	Senior Project Manager	\$ 194.47	
37	Jacobs Engineering Group, Inc.	Sub-Contractor	Administrative Support Assistant I	\$ 97.85	
38	Jacobs Engineering Group, Inc.	Sub-Contractor	Chain/Rod Technician	\$ 103.00	
39	Jacobs Engineering Group, Inc.	Sub-Contractor	Construction Coordinator	\$ 195.70	
40	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer I	\$ 128.75	
41	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer II	\$ 154.50	
42	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer III	\$ 180.25	
43	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer IV	\$ 211.15	

44	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer Technician I	\$	87.55
45	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer Technician II	\$	108.15
46	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer Technician III	\$	144.20
47	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer V	\$	242.05
48	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer VI	\$	262.65
49	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer VII	\$	293.55
50	Jacobs Engineering Group, Inc.	Sub-Contractor	Engineer Technician IV	\$	195.70
51	Jacobs Engineering Group, Inc.	Sub-Contractor	Instrument Technician	\$	118.45
52	Jacobs Engineering Group, Inc.	Sub-Contractor	Internal Auditor	\$	128.75
53	Jacobs Engineering Group, Inc.	Sub-Contractor	Land Surveyer	\$	133.90
54	Jacobs Engineering Group, Inc.	Sub-Contractor	Landscape Architect I (Entry Level	\$	108.15
55	Jacobs Engineering Group, Inc.	Sub-Contractor	Landscape Architect III	\$	216.30
56	Jacobs Engineering Group, Inc.	Sub-Contractor	Party Chief	\$	175.10
57	Jacobs Engineering Group, Inc.	Sub-Contractor	Principal Project Manager	\$	278.10
58	Jacobs Engineering Group, Inc.	Sub-Contractor	Project Manager I	\$	190.55
59	Jacobs Engineering Group, Inc.	Sub-Contractor	Project Manager II	\$	262.65
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EXHIBIT B

Prime Consultant:	Hg Consult, Inc.
DEN Contract Number:	
DEN Contract Name:	
Project Name:	Pena Boulevard Reconstruction E-470 to Jackson Gap Design
Project Number:	RFP 202577849
MWBE / SBE /DBE Contractual Goal:	12%

Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	MWBE / SBE Goal %	Multiplier Factor	Prime's Mark-up
1	Hg Consult, Inc.	Prime	48%	2.86	0%
2	Entitlement and Engineering Solutions, Inc	Sub-Contractor	1%	3.02	0%
3	Geocal, Inc.	Sub-Contractor	6%	2.60	0%
4	Jacobs Engineering Group, Inc.	Sub-Contractor		2.33	0%
5	PK Electrical, Inc.	Sub-Contractor	8%	3.37	0%
6	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor		3.10	0%
7	note: Staff positions for 1 - 4 are located in Exhibit B (1 of 2)				
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EXHIBIT B

Prime Consultant:	Hg Consult, Inc.
DEN Contract Number:	
DEN Contract Name:	
Project Name:	Pena Boulevard Reconstruction E-470 to Jackson Gap Design
Project Number:	RFP 202577849
MWBE / SBE / DBE Contractual Goal:	12%
Effective Date of Form submission:	11/12/2025

Velvet Kuesel 11/12/2025 Date

Contract Designee Signature

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Position	Fully Burdened Rate to City	Overtime Rate to City
1	PK Electrical		Administrative Support Assistant I	\$ 83.27	
2	PK Electrical		Engineer Technician I	\$ 111.02	
3	PK Electrical		Engineer Technician II	\$ 138.43	
4	PK Electrical		Engineer Technician III	\$ 150.12	
5	PK Electrical		Engineer III	\$ 146.80	
6	PK Electrical		Engineer IV	\$ 180.14	
7	PK Electrical		Engineer V	\$ 192.66	
8	PK Electrical		Engineer VI	\$ 230.21	
9	PK Electrical		Engineer VII	\$ 245.19	
10	PK Electrical		Engineer VIII	\$ 366.98	
11	PK Electrical		Engineer IX	\$ 333.60	
12	PK Electrical		Project Accountant	\$ 145.13	
13	PK Electrical		Project Controls Engineer II	\$ 129.55	
14	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Administrative Support Assistant I	\$ 146.26	
15	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Document Controller II	\$ 128.75	
16	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Document Manager II	\$ 164.80	
17	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer I	\$ 128.75	
18	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer IX	\$ 323.42	
19	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer Technician I	\$ 111.24	
20	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer Technician II	\$ 121.54	
21	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer Technician III	\$ 133.90	
22	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer VI	\$ 233.81	
23	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Engineer Technician IV	\$ 144.20	
24	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Party Chief	\$ 201.88	
25	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Project Manager Functional II	\$ 191.58	
26	T2 UES, Inc. (dba T2 Utility Engineers)	Sub-Contractor	Project Manager Functional IV	\$ 242.05	
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Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
Administrative Support	Administrative Support Assistant I			
	Administrative Support Assistant II			
	Administrative Support Assistant III			
	Administrative Support Assistant IV			
Analytics Development	Data Architect I	2 Years	Junior Data Architect	Data Model, Data Mapping
	Data Architect II	2-5 Years	Mid-Level Data Architect	Data Model, Data Mapping
	Data Architect III	5-10 Years	Senior Data Architect	Data Model, Data Mapping
	Data Architect IV	10 Years or more	Team Lead Data Architect	Data Model, Data Mapping
	Data Analyst I	2 Years	Junior Data Analyst	Dashboard Development, Systems Integration
	Data Analyst II	2-5 Years	Mid-Level Data Analyst	Dashboard Development, Systems Integration
	Data Analyst III	5-10 Years	Senior Data Analyst	Dashboard Development, Systems Integration
Auditing	Internal Auditor			Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience.
	Job Captain			Provides coordination of drafting required to for bidding purposes and construction. May be called to work on multiple concurrent projects with primary concern for construction documents. Assists in investigation and design of projects. Provides supervision and quality-control review of drafting group. Requires thorough knowledge of architectural drafting, detailing, building materials, building codes, and construction. General direction received from Project Manager, Team Leader, or Architect with deviations from standards referred to Supervisor.
	Laboratory Technician 1			Entry-level laboratory services where work is closely supervised and in accordance with well-defined standards and procedures of an uncomplicated nature. Does not require degree. 1-2 years' experience and familiarity with laboratory procedures.
	Laboratory Technician 2			Performs routine scientific tasks under close supervision or from detailed and controlled laboratory procedures. May gather and maintain specified scientific data records for supervisor and performs routine chemical or biological analyses. Requires Associate Degree and/or equivalent 2-3 years' laboratory experience.
	Laboratory Technician 3			Performs standardized or prescribed assignments involving a sequence of related operations. Conducts variety of standardized tests; may prepare test specimens; sets-up and operates standard laboratory testing equipment of moderate complexity; records test data providing some basic analyses and interpretations. Requires 4-5 years' laboratory experience or bachelor's degree.
	Laboratory Technician 4			Performs wide variety of non-routine assignments of differing complexities under general supervisory direction. Receives objectives and technical advice from supervisor or project scientists. Maybe assisted by lower-level technician. Compiles data and computes results for a variety of scientific procedures and techniques. Sufficiently experienced in applicable scientific procedures and techniques to independently conduct tests or experiments for scientific projects and provide initial analyses of results to supervisor. Can select, modify, and/or adapt equipment or procedures to specific project needs. Requires 6-7 years' laboratory experience or a bachelor's degree with 1-2 years experience.
	Laboratory Technician 5			Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. Requires 8-10 years' laboratory experience with some advanced technical schooling.
	Supervising Laboratory Technician/Laboratory Technician 6			Supervises employees engaged in technical laboratory services. Conducts technically complex laboratory analyses requiring significant knowledge in specific area. May conduct complex research activities involving analysis and evaluation of research data in support of established scientific effort. Requires at least 10 years' laboratory experience with advanced technical schooling in area of specialization.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
Architectural Design	Architect I	Level 1		Entry level or professional work requiring bachelor's degree in architecture and no experience, or degree equivalent education and experience. Works under close supervision, receives specific and detailed instructions regarding tasks and expected results. Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, prepares architectural plans/renderings, and inspects architectural features of structures in field.
	Architect II	Level 2		Developmental level performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited judgment is required on work details when making preliminary selections and adaptations of alternatives. Assignments may include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree. Supervisor screens assignments for unusual or difficult problems and selects techniques/procedures for non-routine work. Receives close supervision on new aspects of assignments. Performs specific/limited portions of assignments suited to more experienced architects using prescribed methods.
	Architect III	Level 2		Independently evaluates, selects, and applies standard architectural techniques, procedures, and criteria using judgment for minor adaptations and modifications. Assignments have clear and specific objectives requiring investigation of limited set of variables. Minimum of 1-year at preceding level required. Receives instruction on specific assignment objectives, complex features, and possible solutions. Assistance is required on unusual problems and assignments reviewed for sound application of professional judgment. Performs architectural assignments with direction, not immediate supervision and with limited design responsibility. Recommends and selects procedures. Writes reports and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of individual revenue-producing projects.
	Architect IV	Level 3		Fully competent architect in all conventional aspects of architecture. Performs work requiring independent judgment in evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Independently solves problems encountered. Minimum of 2-years at preceding level required. Registration as a licensed architect is required. Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Reviews completed reports, plans, estimates, and calculations. Prepares and/or supervises preparation of architectural plans and renderings, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field. Independently performs most assignments with instruction concerning general results expected. Receives technical guidance on unusual or complex issues and supervisory approval on proposed project plans. Supervises a few architects or technicians on assigned work.
	Architect V			Applies sound and diverse knowledge of architectural principles and practices in broad array of assignments and related fields. Acts independently regarding architectural methods and complexities. Requires use of advanced techniques and modification/extension of theories, precepts, and practices of individual's field. Registration as a licensed architect is required. Supervision and guidance mainly concern overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor regarding unusual complexities and developments. Performs more visible architectural work with responsibility for independent action and decision. Plans, directs, and supervises architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction. Typical duties/responsibilities include one or more of following: 1) supervises, coordinates, and reviews work of small staff of architects and technicians, 2) as individual researcher or staff specialist, carries out complex or novel assignments requiring development of new or improved techniques and procedures. Minimum of 4-years at preceding level required.
	Architect VI	Level 4		Responsible for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerning unique and/or controversial complexities which significantly impact major company programs. Involves exploration of subject area, definition of scope, selection of items for investigation, and development of novel concepts and methods. Maintains liaison with individuals and units in or outside firm with responsibility for technical matters pertaining to individual's field. Registration as licensed architect required. Supervision received is mainly administrative, with assignments based on broad, general objectives and limits. Typical duties/responsibilities include one or more of following: 1) plans, organizes, and supervises work of staff of architects and technicians (approx. 10-20 individuals), 2) as individual researcher, consultant, or staff specialist conceive plans and conducts research in areas of considerable scope and complexity. Minimum of 4-years at preceding level required.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Architect VII	Level 4		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Initiates and maintains contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individual demonstrates creativity, foresight, and maturity in architectural judgment when anticipating and solving unprecedented architectural complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities. Registration as licensed architect is required. Typical duties and responsibilities include one or more of following: 1) planning, organizing, and supervising work of large staff of architects and technicians (greater than 20 individuals). 2) As individual researcher or consultant, is recognized leader/authority in firm concerning broad area of specialization or narrow but highly specialized field. Minimum of 4-years at preceding level required.
	Architect VIII	Level 5		Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. Registration as licensed architect is required. Receives general administrative direction. Responsible for one or more diverse and large-scope programs critical to overall firm objectives. Supervises several individuals of "Architect VII" classification. Minimum of 4-years at preceding level required.
Commissioning	Commissioning Agent I	Level 1, Entry	Commissioning Agent I	Entry level commissioning agent. Performs simple and routine tasks under close supervision by higher-level staff or from detailed procedural guidelines. Assists in gathering and maintaining commissioning data such as observations, test results, deficiencies, etc. Follows established procedures to observe and test the system being commissioned to verify it meets the owner's product requirements. Sufficiently competent in one or more engineering disciplines to accurately assist in the commissioning process and provide sufficient assistance to enable higher-level commissioning agents to execute the commissioning process.
	Commissioning Agent II	Level 2, Developmental	Commissioning Agent II	Mid-level commissioning agent. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Develops and maintains commissioning documentation such as test plans and results, checklists, observations, deficiencies, etc. Follows established procedures to commission and test systems to verify it meets the owner's project requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process, identify defects, and communicate them in documentation. With guidance from supervisor, able to lead and facilitate moderately complex functional testing and other commissioning activities.
	Commissioning Agent III	Level 3, Full Experience	Commissioning Agent III	Senior level commissioning agent. Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines. Able to independently lead and facilitate complex functional testing and other commissioning activities.
	Commissioning Supervisor	Level 4, Supervisory	Commissioning Supervisor	Commissioning supervisor. Monitors, reviews, and coordinates all commissioning activities for an assigned project. May be required to attend project meetings and provide recommendations to owner. Competent in multiple engineering disciplines. Oversees commissioning activities and assignments. Reviews accuracy and timeliness of commissioning testing, deliverables, and other communication. May revise assignments for cost-effectiveness, when possible.
	Commissioning Manager	Level 5, Managerial	Commissioning Manager	Commissioning manager. Accountable for delivery of commissioning services across multiple projects. May be required to attend contract and/or project meetings and provide recommendations to owner and develop improvements to process. Competent in multiple engineering disciplines. Manages commissioning workload and reporting structure. Accountable for accuracy and timeliness of commissioning testing, deliverables, and other communication.
Construction	Chief Construction Representative			Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Construction Coordinator			Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents.
	Construction Manager			Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.
	Construction Representative			Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
	Field Engineer			Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
	Field Superintendent			Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.
	Materials Manager			Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible.
	Materials Tester			
	Resident Construction Manager 1			Responsible for all field-construction activities on small to medium-size projects. Accountability includes overall project-site management and adherence to schedule, budget, and specifications.
	Resident Construction Manager 2			Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
	Resident Engineer			Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications which may include final payment.
	Senior Construction Manager			Oversees the managerial direction of many projects where technical complexity is at the highest and client/owner relationships are of great importance, sensitivity, and impact to the firm. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Senior Construction Representative			This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced inspectors. Requires 6 to 9 years of experience with some technical training or the equivalent.
Contract Management	Contract Administrator I	2 Years	Junior Contract Administrator	
	Contract Administrator II	2-5 Years	Mid-Level Contract Administrator	Change order management compliance with contracts.
	Contract Manager I	5-10 Years	Senior Contract Manager	Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures.
Cost Management	Contract Manager II	10-20 Years or more	Team Lead Contract Management	
	Cost Engineer	Level 1	Junior Cost Engineer	Update cost reports, provide PM support
	Cost Manager I	Level 2	Mid-Level Cost Manager	
	Cost Manager II	Level 3	Senior Cost Manager	Set up budgets, assess performance against baseline budgets (EV, burn rates, forecasting) provide analysis to PMs, provide portfolio cost reporting to DEN
Digital Information	Cost Manager III	Level 4	Team Lead Cost Management	
	Digital Information System Coordinator Digital Information System Manager			
Document Management	Document Controller I	2 Years	Junior Document Controller	
	Document Controller II	2-5 Years	Mid-Level Document Controller	Provide document management services in line with DEN's processes
	Document Manager I	5-10 Years	Senior Document Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems
	Document Manager II	10-20 Years or more	Team Lead for Document Management	
	Project Controls Engineer I	2 years	Junior Project Controls Engineer	
	Project Controls Engineer II	2-5 years	Mid-Level Project Controls Engineer	Provide reporting analysis and support, preparation of meetings, integrate information provided from scheduling and cost team
	Project Controls Manager I	5-10 Years	Senior Project Controls Manager	Support DEN's Project Controls Manager, provide trend analysis, forecasting, performance assessments, quality control for DEN's SCIP portfolio; performance meeting preparation.
Engineering	Project Controls Manager II	10 - 20 Years or more	Team Lead for Project Controls	
	Engineer I			Entry-level professional requiring Bachelor's Degree in Engineering and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision; receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine tasks, which provide experience and familiarity with engineering staff, methods, practices, and programs. Usually assumes no responsibility for direction of others.
	Engineer II			Continuing developmental level, performs standard engineering work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher-level work for training/developmental purposes. Supervisor screens assignments for unusual complexities and selects non-routine techniques and procedures to be applied. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited segments of an experienced include higher-level work for training/development. Minimum of 1-year at preceding level required, or an MS degree
	Engineer III			Independently evaluates, selects, and applies standard engineering techniques and procedures while using judgment when making minor adaptations and modifications. Assignments have clear and specific objectives and require investigation of limited number of variables. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents. May be assisted by engineers or include higher-level work for training/development. include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree
	Engineer IV			Fully competent engineer in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation/modification of standard techniques, procedures, and criteria. Devises new solutions to problems encountered. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise a few engineers and/or technicians on project basis. include higher-level work for training/development. Minimum of 3-years at preceding level required, or an MS degree.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Engineer V			Applies diversified knowledge of engineering principles and practices to broad variety of assignments and related fields. Makes decisions independently regarding engineering complexities and methods. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Registration as licensed Professional Engineer may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) supervises, coordinates, and reviews work of small staff of engineers and/or technicians; 2) as individual researcher or staff specialist, performs complex or novel assignments requiring development of new and/or improved techniques and procedures. Minimum of 3-years at preceding level required, or an MS degree.
	Engineer VI			Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial complexities which have important impact on major company programs. This involves exploration of subject area, definition of scope, selection of areas for investigation, and development of novel concepts. Acts as technical liaison to individuals within and outside his organization with responsibility to act independently regarding technical matters pertaining to individual's field. Registration as a licensed PE is required for most in this classification. Supervision received is essentially administrative, with assignments given in broad terms concerning general objectives and limitations. Typical duties and responsibilities include one or more of the following: 1) plans, organizes, and supervises work of staff of engineers and technicians (approx.15-30); 2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in areas of considerable scope and complexity.
	Engineer VII			Makes authoritative decisions and recommendations having important impact on extensive engineering activities of company. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in anticipating and solving unprecedented engineering complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse engineering activities. Registration as a licensed Professional Engineer is a requirement. Typical duties and responsibilities include one or both of the following: 1) planning, organizing, and supervising work of large staff of engineers and technicians (in excess of 30 individuals); 2) as individual researcher or consultant, is recognized leader and authority in company in broad area of specialization or intensely specialized field. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer VIII			Makes authoritative decisions and recommendations having significant impact on extensive engineering and related activities of company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance. Registration as a licensed Professional Engineer is required. Receives general administrative direction. Is responsible for one or more programs of such diversity and scope to be of critical importance to overall company objectives. Supervises several individuals whose are within Engineer 7 classification. Minimum of 5-years at preceding level required, or an MS degree.
	Engineer IX			Provides overall supervision to Department to assure that technical, administrative, man-hour, and schedule targets of Department are met within framework of established corporate or organizational policy and in accordance with applicable professional standards, design-control procedures, and corporate or organizational procedures and guidelines.
	Engineer/Architect Specialist			
	Engineer/Architect Supervisor			
	Engineer Technician I			Performs simple and routine tasks under close supervision or from detailed procedural guidelines. Gathers and maintains engineering data such as testing results, drawings, etc.; performs computations by substituting numbers in specified formulas; plots data and draws simple curves and graphs.
	Engineer Technician II			Performs standardized or prescribed assignments involving a sequence of related operations. Con- ducts a variety of standardized tests; may prepare test specimen; sets up and operates standard test equipment; records test data. Extracts engineering data from various prescribed sources; processes the data following well-defined methods; presents the data in prescribed form.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Engineer Technician III			Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor or engineer. May be assisted by lower-level Technicians. Compiles and computes a variety of engineering data; may analyze test and design data; develops or prepares schematics, designs, specifications, parts lists; or makes recommendations regarding these items. May conduct tests or experiments requiring selection and adaptation or modifications of equipment or procedures; records data; analyzes data and prepares reports.
	Enginner Technician IV			Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc.
	Instrument Technician			Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
Estimating	Estimator I Civil	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.
	Estimator II Civil	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.
	Estimator III Civil	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.
	Estimating Manager Civil	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
	Estimator I Structural	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.
	Estimator II Structural	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.
	Estimator III Structural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviation.
	Estimating Manager Structural	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
	Estimator I Architectural	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.
	Estimator II Architectural	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.
	Estimator III Architectural	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.
	Estimating Manager Architectural	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
	Estimator I Electrical	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.
	Estimator II Electrical	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.
	Estimator III Electrical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.
	Estimating Manager Electrical	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
	Estimator I Mechanical	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.
	Estimator II Mechanical	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.
	Estimator III Mechanical	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.
	Estimating Manager Mechanical	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
Estimating I Plumbing	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.	
Estimating II Plumbing	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimate.	
Estimating III Plumbing	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.	
Estimating Manager Plumbing	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.	
Estimator I Comms / IT	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.	
Estimator II Comms / IT	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.	
Estimator III Comms / IT	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.	



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Estimating Manager Comms / IT	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
	Estimator I Security	2 Years	Junior Estimator	Provide support to senior estimators; develop simple estimates with oversight from senior estimator.
	Estimator II Security	2-5 Years	Mid-Level Estimator	Provide budgetary estimates for particular trade, review design estimates.
	Estimator III Security	5-10 Years	Senior Estimator	Provide budgetary estimates, review design estimates, review proposals and bid tabs, provide analysis on estimate deviations.
	Estimating Manager Security	10-20 Years or more	Estimating Manager	Review design estimates, provide independent estimates for change orders, support contract and change order negotiations, market condition analysis.
Interior Design	Interior Design Apprentice			Assists basic drawing preparation, model making, and assembly assignments. Requires basic graphic skills and design ability. Actively interested in interior design with some design/drafting experience beyond high school level.
	Interior Designer I			Degree in Interior Design with limited experience in professional office. Requires basic understanding of design and planning principles with ability to interpret and document design concepts and knowledge of drawing techniques and procedures with drafting ability.
	Interior Designer II			Degree in Interior Design with minimum 2 years' experience in professional office. Requires basic knowledge of programming and functional analysis as well as knowledge of space planning principles. Applies design principles in development and preparation of presentation drawings. Requires ability to interpret plans and specifications and knowledge of interior code requirements, construction administration procedures, and electrical/HVAC systems.
	Interior Designer III			Degree in Interior Design with minimum 4 years' experience in professional office. Experience at Level II with substantial knowledge of construction document production. Ability to initiate technical research. Coordinates construction administration and performs tasks such as submission review, file organization, and field construction installation review. Ability to work in all phases of small to medium sized projects and/or specialized phase of large, complex projects
	Interior Designer IV			Degree in Interior Design with minimum 6 years' professional experience and Architect License. Ability to develop functional requirements and project-design criteria for wide variety of building types and design complexities. Requires substantial knowledge of design and planning principles, building and planning code requirements, specification preparation and organization, construction costs and methods, and contract preparation and negotiation. Ability to direct work efforts of others, develop detailed design concepts, produce contract documents, interpret ordinances, and interpret client needs. Works directly with clients on projects of any size.
	Interior Designer V			Degree in Interior Design with minimum 8 years' professional experience and Architect License. Extensive experience in all areas of interior design with ability to work in all phases of a project's development including large and/or complex projects. Requires substantial experience in project management and ability to function as project leader in team environment.
	Interior Designer VI			Degree in Interior Design with minimum 10 years' professional experience and Architect License. Extensive experience in all phases of interior architectural projects and their management. Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects.
Landscaping	Landscape Architect I (Entry Level)			Entry level professional work requiring bachelor's degree in applicable science and no experience, or the equivalent (to a degree) in education and experience. (See the description of Architect I For comparable scope of work).
	Landscape Architect II			Intermediate professional level with developing ability to perform moderately complex project tasks with some independence. Normally reports to higher-level professional regarding work scope, schedule, analysis of design difficulties, and evaluation and commendation of design solutions. Normally has science degree with at least 1-2 years' applicable work experience.
	Landscape Architect III			Fully competent in all conventional aspects of landscape architecture. Plans and conducts work requiring judgment in independent evaluation, selection, and substantial adaptation and/or modification of standard techniques, procedures, and criteria. Generally receives technical guidance on unusual or complex situations and supervisory approval of prepared project plans. May direct work of others on project-assignment basis. Normally has science degree with at least 3 to 4 years' applicable experience.
	Manager of Landscape Architecture			Provides technical and administrative supervision and direction to assigned landscape architecture and support staff. Oversees and schedules all aspects of work within established operating unit of firm.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Project Accountant			Performs various specialized accounting functions of moderate complexity and ensures that procedures and practices are being followed in accordance with company policy, accounting principles, and contractual obligations. Coordinates the project accounting system within the company and works with technical staff to ensure compliance with contractual requirements. May supervise the activities of various accounting clerks and be responsible for the preparation of periodic reports for management. Normally requires a degree in accounting with at least 2 years of experience or equivalent training and experience.
	Project Manager			Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
	Project Manager I			
	Project Manager II			
	Senior Landscape Architect			Interprets, organizes, executes, and coordinates project assignments. Normally has science degree with 5 years' or more applicable experience. Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion.
Primavera P6 Support	Technical Support I	2 Years	Junior Technical Support P6	Primavera P6 Certification Required
	Technical Support II	2-5 Years	Mid-Level Technical Support P6	Primavera P6 Certification Required
	Technical Support III	5-10 Years	Senior Technical Support P6	Primavera P6 Certification Required
Project Management	Project Engineer	< 2 Years	Entry-Level Project Engineer	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Assistant Project Manager	5-10 Years	Assistant Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional I	2-5 years	Mid-Level Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional II	2-5 Years	Mid-Level Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional III	5-10 Years	Senior Project Manager	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Project Manager Functional IV	10-20 Years	Team Lead Project Manager / Principal	Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Senior Project Manager	10-20 Years or more		Unifier / Analytics / Primavera Certified (as applicable), Organizational Change Management, Training, Roll-Out
	Principal Project Manager			
Quality Assurance	Facilities QA Inspector I	Level 1, Entry	Facilities QA Inspector I	Entry level facilities quality assurance inspector. Performs simple and routine tasks under close supervision by higher-level staff or from detailed procedural guidelines. Assists in gathering and maintaining inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and test the product being produced by the contractor to verify it meets the contract requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process and provide sufficient observation documentation to enable higher-level inspection staff to identify defects.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Facilities QA Inspector II	Level 2, Developmental	Facilities QA Inspector II	Mid-level facilities quality assurance inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and test the product being produced by the contractor to verify it meets the contract requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process, identify defects, and communicate them in documentation. Possesses appropriate certification for inspection discipline, such as journeyman's license for electrical, mechanical, or other disciplines.
	Facilities QA Inspector III	Level 3, Full Experience	Facilities QA Inspector III	Senior level facilities quality assurance inspector. Performs non-routine and complex assignments with responsibility for planning and execution. Executes and delegates objectives from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and test the product being produced by the contractor to verify it meets the contract requirements. Sufficiently competent in one or more construction disciplines to accurately observe the construction process, analyze engineering data, identify defects, and communicate them in documentation. Possesses appropriate senior-level certification for inspection discipline and/or required certifications to fully inspect the work, such as master license, IA/EI / ICC master's certification, etc
	Facilities QA Inspector Supervisor	Level 4, Supervisory	Facilities QA Inspector Supervisor	Facilities quality assurance inspector supervisor. Monitors, reviews, and coordinates all inspection activities. May be required to attend project meetings and provide recommendations to owner. Competent in multiple construction disciplines. Oversees inspection activities and assignments. Reviews accuracy and timeliness of quality assurance daily reporting and other communication. May revise inspection assignments for cost-effectiveness, when possible.
	Civil QA Inspector I	Level 1, Entry	Civil QA Inspector I	Entry level civil quality assurance inspector. Performs simple and routine tasks under close supervision by higher-level staff or from detailed procedural guidelines. Assists in gathering and maintaining inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualification included CDOT Basic Highway Plan Reading, CDOT Basic Math and CDOT Basic Construction Surveying.
	Civil QA Inspector II	Level 2, Developmental	Civil QA Inspector II	Mid-level civil quality assurance inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualifications include; CDOT Basic Highway Plan Reading, CDOT Basic Math, CDOT Construction Surveying, WAQTC Soils Inspection certification.
	Civil Senior QA Inspector	Level 3, Full Experience	Civil Senior QA Inspector	Senior level civil quality assurance inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives and technical advice from supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualifications include; CDOT Basic Highway Plan Reading, CDOT Basic Math, CDOT Construction Surveying, WAQTC Soils Inspection certification, CRMCA and ACPA Concrete Pavement Inspection certification, CAPA Asphalt Inspection certification.
	Civil Senior QA Inspector Supervisor	Level 4, Supervisory	Civil Senior QA Inspector Supervisor	Civil quality assurance inspector supervisor. Monitors, reviews, and coordinates all inspection activities. May be required to attend project meetings and provide recommendations to owner. Competent in multiple construction disciplines. Oversees inspection activities and assignments. Reviews accuracy and timeliness of quality assurance daily reporting and other communication. May revise inspection assignments for cost-effectiveness, when possible. Minimum qualifications include; CDOT Basic Highway Plan Reading, CDOT Basic Math, CDOT Construction Surveying, WAQTC Soils Inspection certification, CRMCA and ACPA Concrete Pavement Inspection certification, CAPA Asphalt Inspection certification.
	Civil Electrical QA Inspector	Level 3, Full Experience	Civil Electrical QA Inspector	Full experienced quality assurance electrical inspector. Performs non-routine assignments of substantial variety and complexity. Receives objectives advice but not technical advice from Senior QA Inspector Supervisor. Gathers and maintains inspection data such as observations, field conditions, deficiencies, etc. Follows established procedures to inspect, observe, and document the product being produced by the contractor to verify it meets the contract requirements. Minimum qualification - Licensed Journeyman/Journeyman Electrician/Electrician in the State of Colorado.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
Quality Control	Quality-Control Engineer			Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems.
	Risk Manager I	2 Years	Junior Risk Engineer	
	Risk Manager II	2-5 Years	Mid-Level Risk Manager	Update project risk registers, monitor contingency draw down on project and portfolio level.
	Risk Manager III	5-10 Years	Senior Risk Manager	Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio.
	Risk Manager IV	10-20 Years or more	Team Lead Risk Management	
Scheduling	Scheduler I	Level 1	Junior scheduler	Set up baseline schedules, progress updates against baseline, reporting support.
	Scheduler II	Level 2	Mid-Level Scheduler	
	Scheduler III	Level 3	Senior Scheduler	Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration.
	Scheduler Manager	Level 4	Team Lead	
Specialist Services	Scientist 1			Entry level professional requiring Bachelor's Degree in Science and no experience, or the equivalent (to a degree) in appropriate education and experience. Works under close supervision, receives specific and detailed instructions for required tasks and results expected. Performs a variety of routine scientific tasks, which provide experience and familiarity with scientific staff, methods, practices, and programs. Usually assumes no responsibility for direction of others, except for possible assistance in collection data.
	Scientist 2			Continuing developmental level, performs standard scientific work requiring application of standard techniques and procedures. Limited exercise of judgment required when less common methods or procedures are necessary. Detects problems when using standardized procedures because of the condition of the sample, difficulties with the equipment, etc. Conducts specific phases of projects for more experienced scientists. For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance generally requires a minimum of 1 year as Scientist 1 or related experience, or an MS Degree.
	Scientist 3			Independently evaluates, selects, and applies standard scientific techniques and procedures while using judgment when necessary to adapt standard methods and techniques. Assignments have clear and specified objectives and require investigation of limited number of variables. Generally requires a minimum of 1 year Scientist 2 or related experience or a Ph.D. Degree without experience. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance given for unusual problems and normally reviewed for application of sound professional judgment. May supervise or coordinate work of technicians and be assisted by lower-level scientists.
	Scientist 4			Fully competent scientist in all conventional aspects of subject matter or functional area of assignments; plans and conducts work requiring: a) mastery of specialized techniques or ingenuity when selecting and evaluating solutions to unforeseen or novel complexities, and b) ability to apply analytical solutions to wide variety of problems and assimilate details and their significance toward various scientific analyses, procedures, and tests. Requires sufficient professional experience to assure competence as a fully trained scientist in individual's discipline or expertise. Generally requires 1 to 2 years Scientist 3 or related experience. Independently performs most assignments with instruction only regarding general expected results. Receives technical guidance for unusual or complex problems and supervisory approval of proposed project plans. May supervise small staff of scientists and technicians on project basis.



Exhibit B

Area of Expertise	Position	Professional Experience	Title	Qualifications
	Scientist 5			Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks. Requires sufficient breadth of knowledge and Scientist 4 work experience to have achieved a position of identifiable expertise within organization. Professional certification may be required. Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor or specialized outside-authority concerning unusual problems and developments. Typical duties and responsibilities include one or more of the following: 1) In supervisory capacity, plans, organizes, and directs assigned project programs. Independently defines scope and critical elements of projects and selects steps to be taken. Supervises small staff (2-5) of Scientists 1- 4 and technicians on project basis; 2) As individual researcher or specialist, performs complex or novel assignments requiring development of new or improved techniques and procedures.
Surveying	Chain/Rod Technician			Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
	Land Surveyor			Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff.
	Party Chief			Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered).
Unifier Development	Unifier Systems Developer I	2 Years	Junior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer II	2-5 Years	Mid-Level Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
	Unifier Systems Developer III	5-10 Years or more	Senior Developer Unifier	Unifier Certification Required, Business Process Design, Implementation, Testing
Unifier Support	Technical Support I	2 Years	Junior Technical Support Unifier	Unifier Certification Required
	Technical Support II	2-5 Years	Mid-Level Technical Support Unifier	Unifier Certification Required
	Technical Support III	5-10 Years	Senior Technical Support Unifier	Unifier Certification Required



EXHIBIT B

Level Name	Level Description
Level 1, Entry	Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.
Level 2, Developmental	Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.
Level 3, Full Experience	Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to a small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience or the equivalent.
Level 4, Supervisory	Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering degree plus 7 to 9 years' experience or the equivalent.
Level 5, Managerial	Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting, and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 10 or more years' related experience or the equivalent.



PS-F FEE PROPOSAL

Project Name: **Boulevard Reconstruction E-470 to Jackson Gap Desi**
Prepared by: Velvet Kuesel
Date: 11/12/2025 (final)

Total Fee for Completing Scope of Work	\$ 4,729,000.00
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COMPANY CONTRACT INFORMATION

ENTER Prime Consultant Name:	Hg Consult, Inc
ENTER DEN Contract SC No.:	SC-
ENTER DEN Project Name:	Pena Boulevard Reconstruction E-470 to Jackson
ENTER Annual Rate Increase (max):	3%
ENTER Sub Mark-up Percent	0%
ENTER Expense Mark-up Percent	0%
ENTER Contract MBE/WBE/SBE/DBE Goal:	12%

	ENTER Prime Contractor and Subcontractor(s)	ENTER Prime or Sub	MBE,WBE, or SBE
1	Hg Consult, Inc.	Prime	MBE
2	Entitlement and Engineering Solutions, Inc.	Sub	WBE
3	Geocal, Inc.	Sub	MBE
4	Jacobs Engineering Group, Inc.	Sub	
5	PK Electrical, Inc	Sub	WBE
6	T2 UES, Inc. (dba T2 Utility Engineers)	Sub	
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STAFF BILLING RATE TABLE

ENTER All information on this sheet is directly from approved Exhibit B. If information does not match current contract information, the Consultant shall revise and resubmit the fee proposal at their own cost.

ENTER the Staff Name	SELECT the Company	Prime or Subcontractor	SELECT the Task Role from the most current DEN Approved Exhibit B	SELECT the rate type	ENTER the Base Rate from Exhibit B	Sub Markup %	Billing Rate w/o Markup	ENTER all SOW required Certifications	Company Rate
Barb Smith	Hg Consult, Inc.	Prime	Engineer Technician IV	Regular	\$ 159.16	100%	\$ 159.16		Hg Consult, Inc. - Regular
Brian Wrisinger	Hg Consult, Inc.	Prime	Engineer Technician IV	Regular	\$ 159.16	100%	\$ 159.16		Hg Consult, Inc. - Regular
Chris Schmitt	Hg Consult, Inc.	Prime	Engineer Technician III	Regular	\$ 134.08	100%	\$ 134.08		Hg Consult, Inc. - Regular
Clayton Van Ekeren	Hg Consult, Inc.	Prime	Engineer VII	Regular	\$ 174.55	100%	\$ 174.55		Hg Consult, Inc. - Regular
Brittany Ford	Hg Consult, Inc.	Prime	Engineer Technician III	Regular	\$ 134.08	100%	\$ 134.08		Hg Consult, Inc. - Regular
Courtney Wise	Hg Consult, Inc.	Prime	Scientist 1	Regular	\$ 107.32	100%	\$ 107.32		Hg Consult, Inc. - Regular
Daniel Fischer	Hg Consult, Inc.	Prime	Engineer III	Regular	\$ 133.38	100%	\$ 133.38		Hg Consult, Inc. - Regular
Debbie Page	Hg Consult, Inc.	Prime	Engineer VIII	Regular	\$ 203.77	100%	\$ 203.77		Hg Consult, Inc. - Regular
Drew Calvert	Hg Consult, Inc.	Prime	Engineer Technician I	Regular	\$ 97.75	100%	\$ 97.75		Hg Consult, Inc. - Regular
Earl Harrison	Hg Consult, Inc.	Prime	Contract Manager II	Regular	\$ 304.59	100%	\$ 304.59		Hg Consult, Inc. - Regular
Eric Reinkemeyer	Hg Consult, Inc.	Prime	Engineer IX	Regular	\$ 259.52	100%	\$ 259.52		Hg Consult, Inc. - Regular
Julie Oettmeier	Hg Consult, Inc.	Prime	Contract Administrator I	Regular	\$ 148.55	100%	\$ 148.55		Hg Consult, Inc. - Regular
Jen Johnson	Hg Consult, Inc.	Prime	Scientist 4	Regular	\$ 196.98	100%	\$ 196.98		Hg Consult, Inc. - Regular
Jerry Mugg	Hg Consult, Inc.	Prime	Contract Manager II	Regular	\$ 304.59	100%	\$ 304.59		Hg Consult, Inc. - Regular
Jessica Grebel	Hg Consult, Inc.	Prime	Administrative Support Assistant II	Regular	\$ 139.50	100%	\$ 139.50		Hg Consult, Inc. - Regular
Josh Castor	Hg Consult, Inc.	Prime	Project Manager II	Regular	\$ 249.61	100%	\$ 249.61		Hg Consult, Inc. - Regular
Kristi Garrison	Hg Consult, Inc.	Prime	Engineer VIII	Regular	\$ 203.77	100%	\$ 203.77		Hg Consult, Inc. - Regular
Kyle Kroner	Hg Consult, Inc.	Prime	Scientist 5	Regular	\$ 264.79	100%	\$ 264.79		Hg Consult, Inc. - Regular
Mari Czachowski	Hg Consult, Inc.	Prime	Contract Manager I	Regular	\$ 233.59	100%	\$ 233.59		Hg Consult, Inc. - Regular
Matt Castor	Hg Consult, Inc.	Prime	Project Manager	Regular	\$ 221.93	100%	\$ 221.93		Hg Consult, Inc. - Regular
Matt Spencer	Hg Consult, Inc.	Prime	Principal Project Manager	Regular	\$ 292.26	100%	\$ 292.26		Hg Consult, Inc. - Regular
Michaela Esposito	Hg Consult, Inc.	Prime	Engineer IV	Regular	\$ 147.86	100%	\$ 147.86		Hg Consult, Inc. - Regular
Mike Alexander	Hg Consult, Inc.	Prime	Engineer IX	Regular	\$ 259.52	100%	\$ 259.52		Hg Consult, Inc. - Regular
Nate Will	Hg Consult, Inc.	Prime	Project Manager II	Regular	\$ 249.61	100%	\$ 249.61		Hg Consult, Inc. - Regular
Nathan Hladky	Hg Consult, Inc.	Prime	Project Manager I	Regular	\$ 231.67	100%	\$ 231.67		Hg Consult, Inc. - Regular
Nathan Morhardt	Hg Consult, Inc.	Prime	Engineer VII	Regular	\$ 174.55	100%	\$ 174.55		Hg Consult, Inc. - Regular
Stephen Fussnecker	Hg Consult, Inc.	Prime	Project Manager I	Regular	\$ 231.67	100%	\$ 231.67		Hg Consult, Inc. - Regular
Sang Kang	Hg Consult, Inc.	Prime	Engineer VI	Regular	\$ 171.29	100%	\$ 171.29		Hg Consult, Inc. - Regular
Sydney Regan	Hg Consult, Inc.	Prime	Engineer Technician I	Regular	\$ 97.75	100%	\$ 97.75		Hg Consult, Inc. - Regular
Terry Hood	Hg Consult, Inc.	Prime	Project Manager II	Regular	\$ 249.61	100%	\$ 249.61		Hg Consult, Inc. - Regular
Tricia Petersen	Hg Consult, Inc.	Prime	Engineer V	Regular	\$ 153.34	100%	\$ 153.34		Hg Consult, Inc. - Regular
Velvet Kuesel	Hg Consult, Inc.	Prime	Principal Project Manager	Regular	\$ 292.26	100%	\$ 292.26		Hg Consult, Inc. - Regular
Vobejda, Maryjo	Entitlement and Engineering Solution	Sub	Project Manager II	Regular	\$ 310.91	100%	\$ 310.91		Entitlement and Engineering Solutions, Inc. - Regular
Gordon, Landis	Entitlement and Engineering Solution	Sub	Engineer III	Regular	\$ 149.12	100%	\$ 149.12		Entitlement and Engineering Solutions, Inc. - Regular
Iovellini, David	Entitlement and Engineering Solution	Sub	Engineer III	Regular	\$ 147.98	100%	\$ 147.98		Entitlement and Engineering Solutions, Inc. - Regular
Pitt, Trevor	Entitlement and Engineering Solution	Sub	Engineer II	Regular	\$ 141.22	100%	\$ 141.22		Entitlement and Engineering Solutions, Inc. - Regular
Pellet, Nichole	Entitlement and Engineering Solution	Sub	Engineer V	Regular	\$ 159.70	100%	\$ 159.70		Entitlement and Engineering Solutions, Inc. - Regular
O'Connor, Amanda	Entitlement and Engineering Solution	Sub	Principal Project Manager	Regular	\$ 326.45	100%	\$ 326.45		Entitlement and Engineering Solutions, Inc. - Regular
Gau, Lisa	Entitlement and Engineering Solution	Sub	Project Accountant	Regular	\$ 215.69	100%	\$ 215.69		Entitlement and Engineering Solutions, Inc. - Regular
Adeyemi, Tolulope	Geocal, Inc.	Sub	Engineer Technician III	Regular	\$ 90.22	100%	\$ 90.22		Geocal, Inc. - Regular
Langenbau, Kaitlynn	Geocal, Inc.	Sub	Engineer Technician IV	Regular	\$ 102.11	100%	\$ 102.11		Geocal, Inc. - Regular
Asif, Saimon	Geocal, Inc.	Sub	Field Engineer	Regular	\$ 96.36	100%	\$ 96.36		Geocal, Inc. - Regular
Hossain, Nur	Geocal, Inc.	Sub	Engineer IX	Regular	\$ 241.34	100%	\$ 241.34		Geocal, Inc. - Regular
Saha, Pritom	Geocal, Inc.	Sub	Field Engineer	Regular	\$ 96.36	100%	\$ 96.36		Geocal, Inc. - Regular
Reid, Terrence	Geocal, Inc.	Sub	Field Superintendent	Regular	\$ 110.84	100%	\$ 110.84		Geocal, Inc. - Regular
Pham, Bach	Geocal, Inc.	Sub	Engineer III	Regular	\$ 100.64	100%	\$ 100.64		Geocal, Inc. - Regular
Hodzic, Uzeir	Geocal, Inc.	Sub	Engineer III	Regular	\$ 100.64	100%	\$ 100.64		Geocal, Inc. - Regular
Coen, Matthew	Geocal, Inc.	Sub	Engineer VI	Regular	\$ 130.23	100%	\$ 130.23		Geocal, Inc. - Regular
Oyesanya, Adedamola	Geocal, Inc.	Sub	Senior Project Manager	Regular	\$ 194.47	100%	\$ 194.47		Geocal, Inc. - Regular
Smith, James	Geocal, Inc.	Sub	Senior Project Manager	Regular	\$ 194.47	100%	\$ 194.47		Geocal, Inc. - Regular
Doug Stremel, PE	Jacobs Engineering Group, Inc.	Sub	Principal Project Manager	Regular	\$ 278.10	100%	\$ 278.10		Jacobs Engineering Group, Inc. - Regular
Carla Chestnut, PC	Jacobs Engineering Group, Inc.	Sub	Internal Auditor	Regular	\$ 128.75	100%	\$ 128.75		Jacobs Engineering Group, Inc. - Regular
Chad Picard, MOP	Jacobs Engineering Group, Inc.	Sub	Project Manager II	Regular	\$ 262.65	100%	\$ 262.65		Jacobs Engineering Group, Inc. - Regular
Virginia Ortiz, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Pat DeBenon	Jacobs Engineering Group, Inc.	Sub	Construction Coordinator	Regular	\$ 195.70	100%	\$ 195.70		Jacobs Engineering Group, Inc. - Regular
Shaurya Shah	Jacobs Engineering Group, Inc.	Sub	Landscape Architect I (Entry Level)	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Tim Siedlecki, LA	Jacobs Engineering Group, Inc.	Sub	Landscape Architect III	Regular	\$ 216.30	100%	\$ 216.30		Jacobs Engineering Group, Inc. - Regular
Manny Strand, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Katarzyna Wiacek	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Brad Schwasinger	Jacobs Engineering Group, Inc.	Sub	Engineer Technician III	Regular	\$ 144.22	100%	\$ 144.22		Jacobs Engineering Group, Inc. - Regular
John Guenther, PE	Jacobs Engineering Group, Inc.	Sub	Engineer VI	Regular	\$ 262.65	100%	\$ 262.65		Jacobs Engineering Group, Inc. - Regular
Sean McAuley, PE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 211.15	100%	\$ 211.15		Jacobs Engineering Group, Inc. - Regular
Fernando, Molina, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Annette Price	Jacobs Engineering Group, Inc.	Sub	Engineer Technician IV	Regular	\$ 195.70	100%	\$ 195.70		Jacobs Engineering Group, Inc. - Regular
Jaime Mateo-Lucas	Jacobs Engineering Group, Inc.	Sub	Engineer Technician I	Regular	\$ 87.55	100%	\$ 87.55		Jacobs Engineering Group, Inc. - Regular
David, Johnson, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Beth Tosti, PE	Jacobs Engineering Group, Inc.	Sub	Engineer V	Regular	\$ 242.05	100%	\$ 242.05		Jacobs Engineering Group, Inc. - Regular
Siv Sundaram	Jacobs Engineering Group, Inc.	Sub	Project Manager I	Regular	\$ 190.55	100%	\$ 190.55		Jacobs Engineering Group, Inc. - Regular
Doug Stewart, PE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 242.05	100%	\$ 242.05		Jacobs Engineering Group, Inc. - Regular
Zoe Liu, PE	Jacobs Engineering Group, Inc.	Sub	Engineer I	Regular	\$ 128.75	100%	\$ 128.75		Jacobs Engineering Group, Inc. - Regular
Vinay Vanapalli	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Thom Rutledge	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular

EXPENSES BREAKDOWN

The allowable reimbursable expenses that are required for the scope of work execution. Expenses cannot be shared between projects. Expenses greater than \$500 must be accompanied with an Expense approval from (Attachment C for most contracts)

Reimbursable Expense Mark-up

0%

ENTER Expense category	ENTER Qty	ENTER Unit Cost	Monthly cost Total
Drillers - geotechnical	1	\$ 55,600.00	\$ 55,600.00
Drillers - Bridge Widening	1	\$ 22,320.00	\$ 22,320.00
Survey & Mapping	1	\$52,200.00	\$ 52,200.00
			\$ -
Traffic Counter	1	\$18,000.00	\$ 18,000.00
SUDP Permit	1	\$1,500.00	\$ 1,500.00
Legacy Traffic Management	1	\$ 52,000.00	\$ 52,000.00
			\$ -
			\$ -
			\$ -
Total Expenses			\$ 201,620.00



PS-F FEE PROPOSAL

Project Name: **Boulevard Reconstruction E-470 to Jackson Gap Desi**
Prepared by: **Velvet Kuesel**
Date: **11/12/25 (Final)**

Total Fee for Completing Scope of Work	\$	616,000.00
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COMPANY CONTRACT INFORMATION

ENTER Prime Consultant Name:	Hg Consult, Inc
ENTER DEN Contract SC No.:	SC-
ENTER DEN Project Name:	Pena Boulevard Reconstruction E-470 to Jackson
ENTER Annual Rate Increase (max):	3%
ENTER Sub Mark-up Percent	0%
ENTER Expense Mark-up Percent	0%
ENTER Contract MBE/WBE/SBE/DBE Goal:	12%

	ENTER Prime Contractor and Subcontractor(s)	ENTER Prime or Sub	MBE,WBE, or SBE
1	Hg Consult, Inc.	Prime	MBE
2	Entitlement and Engineering Solutions, Inc.	Sub	WBE
3	Geocal, Inc.	Sub	MBE
4	Jacobs Engineering Group, Inc.	Sub	
5	PK Electrical, Inc	Sub	WBE
6	T2 UES, Inc. (dba T2 Utility Engineers)	Sub	
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EXPENSES BREAKDOWN

The allowable reimbursable expenses that are required for the scope of work execution. Expenses cannot be shared between projects. Expenses greater than \$500 must be accompanied with an Expense approval from (Attachment C for most contracts)

Reimbursable Expense Mark-up

0%

<u>ENTER</u> Expense category	<u>ENTER</u> Qty	<u>ENTER</u> Unit Cost	Monthly cost Total
Designation Truck	350	\$ 45.00	\$ 15,750.00
QLA Testholes - each	40	\$ 683.00	\$ 27,320.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses			\$ 43,070.00



PS-F FEE PROPOSAL

Project Name: **Boulevard Reconstruction E-470 to Jackson Gap Desi**
Prepared by: Velvet Kuesel
Date: 11/12/25 (final)

Total Fee for Completing Scope of Work	\$	798,000.00
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COMPANY CONTRACT INFORMATION

ENTER Prime Consultant Name:	Hg Consult, Inc
ENTER DEN Contract SC No.:	SC-
ENTER DEN Project Name:	Pena Boulevard Reconstruction E-470 to Jackson
ENTER Annual Rate Increase (max):	3%
ENTER Sub Mark-up Percent	0%
ENTER Expense Mark-up Percent	0%
ENTER Contract MBE/WBE/SBE/DBE Goal:	12%

	ENTER Prime Contractor and Subcontractor(s)	ENTER Prime or Sub	MBE,WBE, or SBE
1	Hg Consult, Inc.	Prime	MBE
2	Entitlement and Engineering Solutions, Inc.	Sub	WBE
3	Geocal, Inc.	Sub	MBE
4	Jacobs Engineering Group, Inc.	Sub	
5	PK Electrical, Inc.	Sub	WBE
6	T2 UES, Inc. (dba T2 Utility Engineers)	Sub	
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STAFF BILLING RATE TABLE

ENTER all information on this sheet is directly from approved Exhibit B. If information does not match current contract information, the Consultant shall revise and resubmit the fee proposal at their own cost.

ENTER the Staff Name	SELECT the Company	Prime or Subcontractor	SELECT the Task Role from the most current DEN Approved Exhibit B	SELECT the rate type	ENTER the Base Rate from Exhibit B	Sub Markup %	Billing Rate w/o Mark-up	ENTER all SOW required Certifications	Company Rate
Angela Nelson	Hq Consult, Inc.	Prime	Engineer VI	Regular	\$ 171.29	100%	\$ 171.29		Hq Consult, Inc. - Regular
Barb Smith	Hq Consult, Inc.	Prime	Engineer Technician IV	Regular	\$ 159.16	100%	\$ 159.16		Hq Consult, Inc. - Regular
Brett Pierson	Hq Consult, Inc.	Prime	Scientist 2	Regular	\$ 122.64	100%	\$ 122.64		Hq Consult, Inc. - Regular
Brian Wrisinger	Hq Consult, Inc.	Prime	Engineer Technician IV	Regular	\$ 159.16	100%	\$ 159.16		Hq Consult, Inc. - Regular
Chris Schmitt	Hq Consult, Inc.	Prime	Engineer Technician III	Regular	\$ 134.08	100%	\$ 134.08		Hq Consult, Inc. - Regular
Clayton Van Eversen	Hq Consult, Inc.	Prime	Engineer Technician II	Regular	\$ 174.55	100%	\$ 174.55		Hq Consult, Inc. - Regular
Brittany Ford	Hq Consult, Inc.	Prime	Engineer Technician III	Regular	\$ 134.08	100%	\$ 134.08		Hq Consult, Inc. - Regular
Courtney Wise	Hq Consult, Inc.	Prime	Scientist 1	Regular	\$ 107.32	100%	\$ 107.32		Hq Consult, Inc. - Regular
Daniel Fischer	Hq Consult, Inc.	Prime	Engineer III	Regular	\$ 133.38	100%	\$ 133.38		Hq Consult, Inc. - Regular
Debbie Page	Hq Consult, Inc.	Prime	Engineer VIII	Regular	\$ 203.77	100%	\$ 203.77		Hq Consult, Inc. - Regular
Drew Calvert	Hq Consult, Inc.	Prime	Engineer Technician I	Regular	\$ 97.75	100%	\$ 97.75		Hq Consult, Inc. - Regular
Earl Harrison	Hq Consult, Inc.	Prime	Contract Manager II	Regular	\$ 304.59	100%	\$ 304.59		Hq Consult, Inc. - Regular
Eric Reinkemeyer	Hq Consult, Inc.	Prime	Engineer IX	Regular	\$ 259.52	100%	\$ 259.52		Hq Consult, Inc. - Regular
Julie Oettmeier	Hq Consult, Inc.	Prime	Contract Administrator I	Regular	\$ 148.55	100%	\$ 148.55		Hq Consult, Inc. - Regular
Jen Johnson	Hq Consult, Inc.	Prime	Scientist 4	Regular	\$ 196.98	100%	\$ 196.98		Hq Consult, Inc. - Regular
Jerry Mugg	Hq Consult, Inc.	Prime	Contract Manager II	Regular	\$ 304.59	100%	\$ 304.59		Hq Consult, Inc. - Regular
Jessica Grebel	Hq Consult, Inc.	Prime	Administrative Support Assistant II	Regular	\$ 139.50	100%	\$ 139.50		Hq Consult, Inc. - Regular
Josh Castor	Hq Consult, Inc.	Prime	Project Manager II	Regular	\$ 249.61	100%	\$ 249.61		Hq Consult, Inc. - Regular
Kristi Garrison	Hq Consult, Inc.	Prime	Engineer VIII	Regular	\$ 203.77	100%	\$ 203.77		Hq Consult, Inc. - Regular
Kyle Kroner	Hq Consult, Inc.	Prime	Scientist 5	Regular	\$ 264.79	100%	\$ 264.79		Hq Consult, Inc. - Regular
Mark Cashowski	Hq Consult, Inc.	Prime	Contract Manager I	Regular	\$ 233.50	100%	\$ 233.50		Hq Consult, Inc. - Regular
Matt Castor	Hq Consult, Inc.	Prime	Project Manager	Regular	\$ 221.93	100%	\$ 221.93		Hq Consult, Inc. - Regular
Matt Spencer	Hq Consult, Inc.	Prime	Principal Project Manager	Regular	\$ 292.26	100%	\$ 292.26		Hq Consult, Inc. - Regular
Michaela Esposito	Hq Consult, Inc.	Prime	Engineer IV	Regular	\$ 147.86	100%	\$ 147.86		Hq Consult, Inc. - Regular
Mike Alexander	Hq Consult, Inc.	Prime	Engineer IX	Regular	\$ 259.52	100%	\$ 259.52		Hq Consult, Inc. - Regular
Nate Will	Hq Consult, Inc.	Prime	Project Manager II	Regular	\$ 249.61	100%	\$ 249.61		Hq Consult, Inc. - Regular
Nathan Hladky	Hq Consult, Inc.	Prime	Project Manager I	Regular	\$ 231.67	100%	\$ 231.67		Hq Consult, Inc. - Regular
Nathan Morhardt	Hq Consult, Inc.	Prime	Engineer VII	Regular	\$ 174.55	100%	\$ 174.55		Hq Consult, Inc. - Regular
Stephen Fussnecker	Hq Consult, Inc.	Prime	Project Manager I	Regular	\$ 231.67	100%	\$ 231.67		Hq Consult, Inc. - Regular
Sang Kang	Hq Consult, Inc.	Prime	Engineer VI	Regular	\$ 171.29	100%	\$ 171.29		Hq Consult, Inc. - Regular
Sydney Regan	Hq Consult, Inc.	Prime	Contract Manager I	Regular	\$ 97.75	100%	\$ 97.75		Hq Consult, Inc. - Regular
Terry Hood	Hq Consult, Inc.	Prime	Project Manager II	Regular	\$ 249.61	100%	\$ 249.61		Hq Consult, Inc. - Regular
Tricia Petersen	Hq Consult, Inc.	Prime	Engineer V	Regular	\$ 153.34	100%	\$ 153.34		Hq Consult, Inc. - Regular
Velvet Kuesel	Hq Consult, Inc.	Prime	Principal Project Manager	Regular	\$ 292.26	100%	\$ 292.26		Hq Consult, Inc. - Regular
Vobejda, Maryjo	Entitlement and Engineering Solutions	Sub	Project Manager II	Regular	\$ 310.91	100%	\$ 310.91		Entitlement and Engineering Solutions, Inc. - Regular
Gordon, Landis	Entitlement and Engineering Solutions	Sub	Engineer II	Regular	\$ 149.12	100%	\$ 149.12		Entitlement and Engineering Solutions, Inc. - Regular
Iovinielli, David	Entitlement and Engineering Solutions	Sub	Engineer III	Regular	\$ 147.98	100%	\$ 147.98		Entitlement and Engineering Solutions, Inc. - Regular
Pitt, Trevor	Entitlement and Engineering Solutions	Sub	Engineer II	Regular	\$ 141.22	100%	\$ 141.22		Entitlement and Engineering Solutions, Inc. - Regular
Pellet, Nichole	Entitlement and Engineering Solutions	Sub	Engineer V	Regular	\$ 159.70	100%	\$ 159.70		Entitlement and Engineering Solutions, Inc. - Regular
O'Connor, Amanda	Entitlement and Engineering Solutions	Sub	Principal Project Manager	Regular	\$ 326.45	100%	\$ 326.45		Entitlement and Engineering Solutions, Inc. - Regular
Gao, Lisa	Entitlement and Engineering Solutions	Sub	Project Accountant	Regular	\$ 215.69	100%	\$ 215.69		Entitlement and Engineering Solutions, Inc. - Regular
Adeyemi, Tolulope	Geocal, Inc.	Sub	Engineer Technician III	Regular	\$ 90.22	100%	\$ 90.22		Geocal, Inc. - Regular
Langenbau, Kaitlynn	Geocal, Inc.	Sub	Engineer Technician IV	Regular	\$ 102.11	100%	\$ 102.11		Geocal, Inc. - Regular
Asif, Saimon	Geocal, Inc.	Sub	Field Engineer	Regular	\$ 96.36	100%	\$ 96.36		Geocal, Inc. - Regular
Hossain, Nur	Geocal, Inc.	Sub	Field Engineer	Regular	\$ 241.34	100%	\$ 241.34		Geocal, Inc. - Regular
Saba, Pritom	Geocal, Inc.	Sub	Field Engineer	Regular	\$ 96.36	100%	\$ 96.36		Geocal, Inc. - Regular
Reid, Terrence	Geocal, Inc.	Sub	Field Superintendent	Regular	\$ 110.84	100%	\$ 110.84		Geocal, Inc. - Regular
Pham, Bach	Geocal, Inc.	Sub	Engineer III	Regular	\$ 100.64	100%	\$ 100.64		Geocal, Inc. - Regular
Hodzic, Uzeir	Geocal, Inc.	Sub	Engineer III	Regular	\$ 100.64	100%	\$ 100.64		Geocal, Inc. - Regular
Coen, Matthew	Geocal, Inc.	Sub	Engineer VI	Regular	\$ 130.23	100%	\$ 130.23		Geocal, Inc. - Regular
Oyesanya, Aledamola	Geocal, Inc.	Sub	Senior Project Manager	Regular	\$ 194.47	100%	\$ 194.47		Geocal, Inc. - Regular
Smith, James	Geocal, Inc.	Sub	Senior Project Manager	Regular	\$ 194.47	100%	\$ 194.47		Geocal, Inc. - Regular
Doug Stremel, PE	Jacobs Engineering Group, Inc.	Sub	Principal Project Manager	Regular	\$ 278.10	100%	\$ 278.10		Jacobs Engineering Group, Inc. - Regular
Carla Chestnut, PC	Jacobs Engineering Group, Inc.	Sub	Internal Auditor	Regular	\$ 128.75	100%	\$ 128.75		Jacobs Engineering Group, Inc. - Regular
Chad Picard, MOP	Jacobs Engineering Group, Inc.	Sub	Project Manager II	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Virginia Orts, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Pat Debenon	Jacobs Engineering Group, Inc.	Sub	Construction Coordinator	Regular	\$ 195.70	100%	\$ 195.70		Jacobs Engineering Group, Inc. - Regular
Shaurya Shah	Jacobs Engineering Group, Inc.	Sub	Landscape Architect (Entry Level)	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Tim Siedlecki, LA	Jacobs Engineering Group, Inc.	Sub	Landscape Architect III	Regular	\$ 216.30	100%	\$ 216.30		Jacobs Engineering Group, Inc. - Regular
Manny Strand, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Katarzyna Wisock	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Brad Schwasinger	Jacobs Engineering Group, Inc.	Sub	Engineer Technician III	Regular	\$ 144.20	100%	\$ 144.20		Jacobs Engineering Group, Inc. - Regular
John Guenther, PE	Jacobs Engineering Group, Inc.	Sub	Engineer VI	Regular	\$ 262.65	100%	\$ 262.65		Jacobs Engineering Group, Inc. - Regular
Sean McAuley, PE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 211.15	100%	\$ 211.15		Jacobs Engineering Group, Inc. - Regular
Fernando, Molina, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Annette Price	Jacobs Engineering Group, Inc.	Sub	Engineer Technician IV	Regular	\$ 195.70	100%	\$ 195.70		Jacobs Engineering Group, Inc. - Regular
Jaime Mateo-Lucas	Jacobs Engineering Group, Inc.	Sub	Engineer Technician I	Regular	\$ 87.55	100%	\$ 87.55		Jacobs Engineering Group, Inc. - Regular
David, Johnson, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Beth Tosti, PE	Jacobs Engineering Group, Inc.	Sub	Engineer V	Regular	\$ 242.05	100%	\$ 242.05		Jacobs Engineering Group, Inc. - Regular
Siv Sundaram	Jacobs Engineering Group, Inc.	Sub	Project Manager I	Regular	\$ 190.55	100%	\$ 190.55		Jacobs Engineering Group, Inc. - Regular
Doug Stewart, PE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 211.15	100%	\$ 211.15		Jacobs Engineering Group, Inc. - Regular
Zoe Liu, PE	Jacobs Engineering Group, Inc.	Sub	Engineer I	Regular	\$ 128.75	100%	\$ 128.75		Jacobs Engineering Group, Inc. - Regular
Vinay Vanapalli	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Thom Rutledge	Jacobs Engineering Group, Inc.	Sub	Engineer II	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Janine Merrick	Jacobs Engineering Group, Inc.	Sub	Engineer Technician III	Regular	\$ 144.20	100%	\$ 144.20		Jacobs Engineering Group, Inc. - Regular
Linda Weiss	Jacobs Engineering Group, Inc.	Sub	Administrative Support Assistant II	Regular	\$ 97.85	100%	\$ 97.85		Jacobs Engineering Group, Inc. - Regular
Mark Kitzmiller, PE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 211.15	100%	\$ 211.15		Jacobs Engineering Group, Inc. - Regular
Joanna Kozakiewicz	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Michael Heugh, PE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 211.15	100%	\$ 211.15		Jacobs Engineering Group, Inc. - Regular
Charlie Wences, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Peter Koszy, PE	Jacobs Engineering Group, Inc.	Sub	Engineer III	Regular	\$ 180.25	100%	\$ 180.25		Jacobs Engineering Group, Inc. - Regular
Mahdi Rajabi, PE, PTOE	Jacobs Engineering Group, Inc.	Sub	Engineer II	Regular	\$ 154.50	100%	\$ 154.50		Jacobs Engineering Group, Inc. - Regular
Vamshi Ayneni	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Katie Handell, PE	Jacobs Engineering Group, Inc.	Sub	Engineer II	Regular	\$ 154.50	100%	\$ 154.50		Jacobs Engineering Group, Inc. - Regular
Josh Zvolanek, PE, PTOE	Jacobs Engineering Group, Inc.	Sub	Engineer IV	Regular	\$ 211.15	100%	\$ 211.15		Jacobs Engineering Group, Inc. - Regular
Bernadetta Wareszak	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Nick Young, PE, PTOE	Jacobs Engineering Group, Inc.	Sub	Engineer VI	Regular	\$ 262.65	100%	\$ 262.65		Jacobs Engineering Group, Inc. - Regular
Kelsey Waterworth, PE	Jacobs Engineering Group, Inc.	Sub	Engineer II	Regular	\$ 154.50	100%	\$ 154.50		Jacobs Engineering Group, Inc. - Regular
Sean Kozlowski, PE	Jacobs Engineering Group, Inc.	Sub	Engineer II	Regular	\$ 154.50	100%	\$ 154.50		Jacobs Engineering Group, Inc. - Regular
Will Voss, PE	Jacobs Engineering Group, Inc.	Sub	Engineer V	Regular	\$ 242.05	100%	\$ 242.05		Jacobs Engineering Group, Inc. - Regular
Connor Smith, PE	Jacobs Engineering Group, Inc.	Sub	Engineer I	Regular	\$ 128.75	100%	\$ 128.75		Jacobs Engineering Group, Inc. - Regular
Ambati Prasanth	Jacobs Engineering Group, Inc.	Sub	Engineer Technician II	Regular	\$ 108.15	100%	\$ 108.15		Jacobs Engineering Group, Inc. - Regular
Robert Gupta, PLS	Jacobs Engineering Group, Inc.	Sub	Party Chief	Regular	\$ 175.10	100%	\$ 175.10		Jacobs Engineering Group, Inc. - Regular
Russ Misenick	Jacobs Engineering Group, Inc.	Sub	Instrument Technician	Regular	\$ 118.45	100%	\$ 118.45		Jacobs Engineering Group, Inc. - Regular
David MacDonald	Jacobs Engineering Group, Inc.	Sub	Chain/Rod Technician	Regular	\$ 103.00	100%	\$ 103.00		Jacobs Engineering Group, Inc. - Regular
Ed Silver, PLS	Jacobs Engineering Group, Inc.	Sub	Land Surveyor	Regular	\$ 133.90	100%	\$ 133.90		Jacobs Engineering Group, Inc. - Regular
Tim Tobin	Jacobs Engineering Group, Inc.	Sub	Chain/Rod Technician	Regular	\$ 103.00	100%	\$ 103.00		Jacobs Engineering Group, Inc. - Regular
Abram Axe	Jacobs Engineering Group, Inc.	Sub	Instrument Technician	Regular	\$ 118.45	100%	\$ 118.45		Jacobs Engineering Group, Inc. - Regular
Derek Armbrust	Jacobs Engineering Group, Inc.	Sub	Chain/Rod Technician	Regular	\$ 103.00	100%	\$ 103.00		Jacobs Engineering Group, Inc. - Regular
Jeffrey Dobmeier, PE	Jacobs Engineering Group, Inc.	Sub	Engineer VII	Regular	\$ 293.55	100%	\$ 293.55		Jacobs Engineering Group, Inc. - Regular
Mark Lamutti, PE	Jacobs Engineering Group, Inc.	Sub	Engineer V	Regular	\$ 242.05	100%	\$ 242.05		Jacobs Engineering Group, Inc. - Regular
Corey Vogler	Jacobs Engineering Group, Inc.	Sub	Engineer I	Regular	\$ 128.75	100%	\$ 128.75		Jacobs Engineering Group, Inc. - Regular

Insert new ROWS Above this Row

EXPENSES BREAKDOWN

The allowable reimbursable expenses that are required for the scope of work execution. Expenses cannot be shared between projects. Expenses greater than \$500 must be accompanied with an Expense approval from (Attachment C for most contracts)

Reimbursable Expense Mark-up

0%

<u>ENTER</u> Expense category	<u>ENTER</u> Qty	<u>ENTER</u> Unit Cost	Monthly cost Total
Drilling	1	\$ 19,237.00	\$ 19,237.00
Legacy Traffic control	1	\$ 25,000.00	\$ 25,000.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses			\$ 44,237.00



PS-F FEE PROPOSAL

Project Name: **Boulevard Reconstruction E-470 to Jackson Gap Desi**
Prepared by: **Velvet Kuesel**
Date: **11/12/25 (final)**

Total Fee for Completing Scope of Work	\$	153,000.00
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COMPANY CONTRACT INFORMATION

ENTER Prime Consultant Name:	Hg Consult, Inc
ENTER DEN Contract SC No.:	SC-
ENTER DEN Project Name:	Pena Boulevard Reconstruction E-470 to Jackson
ENTER Annual Rate Increase (max):	3%
ENTER Sub Mark-up Percent	0%
ENTER Expense Mark-up Percent	0%
ENTER Contract MBE/WBE/SBE/DBE Goal:	12%

	ENTER Prime Contractor and Subcontractor(s)	ENTER Prime or Sub	MBE,WBE, or SBE
1	Hg Consult, Inc.	Prime	MBE
2	Entitlement and Engineering Solutions, Inc.	Sub	WBE
3	Geocal, Inc.	Sub	MBE
4	Jacobs Engineering Group, Inc.	Sub	
5	PK Electrical, Inc	Sub	WBE
6	T2 UES, Inc. (dba T2 Utility Engineers)	Sub	
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EXPENSES BREAKDOWN

The allowable reimbursable expenses that are required for the scope of work execution. Expenses cannot be shared between projects. Expenses greater than \$500 must be accompanied with an Expense approval from (Attachment C for most contracts)

Reimbursable Expense Mark-up

0%

<u>ENTER</u> Expense category	<u>ENTER</u> Qty	<u>ENTER</u> Unit Cost	Monthly cost Total
Designation Truck	65	\$ 45.00	\$ 2,925.00
QL A Testholes - each	16	\$ 683.00	\$ 10,928.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Expenses			\$ 13,853.00

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Professional Liability (Errors and Omissions) Insurance**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
7. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein,

such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

Exhibit E

ON-CALL PROFESSIONAL SERVICES
DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING,
INVOICING AND CORRESPONDENCE
CONTROL

Revised: August 2020

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with DEN, will follow the schedule management process as implemented by the AIM Development Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.

- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 5.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Directors. DEN is not obligated to grant any schedule or cost changes or increases.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
- 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
- 7.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
- 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be

done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic

control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

- 9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
- 9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
- 9.2.4 Work Schedule.

9.3 Monthly Submittals

- 9.3.1 The Consultant shall submit the Monthly Progress Report.
- 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
- 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City’s proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT



2.

DEN Equity, Diversity & Inclusion Plan

Exhibit F

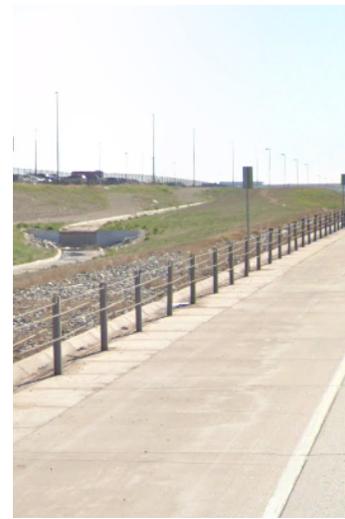
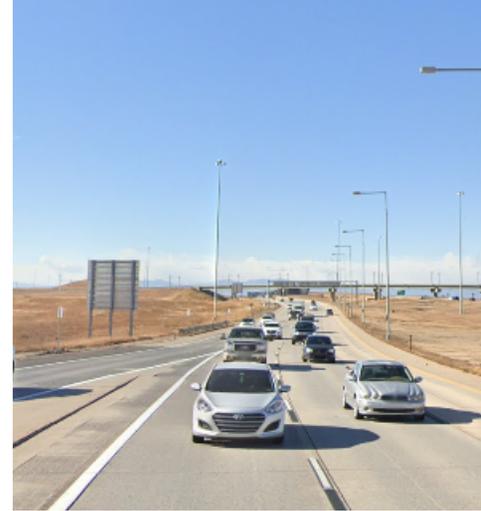


Exhibit F

2. DEN EDI Plan

2.A. Equity, Diversity, and Inclusion Strategies

Our EDI strategies for this project are rooted in our culture—they’re a byproduct of who we are, what we believe and what we do. **As a certified MWBE and SBE firm, embracing EDI throughout our organization is organic to our founding principles—it is innate.** The Hg Consult EDI Plan is an adopted policy by the Hg Consult Executive Board. It is our enterprise-wide plan for implementing EDI guidelines throughout our operations and practices. It ensures our values and principles are embedded in all that we do, including for this project. It includes:

- **Purpose** – Foster our EDI culture throughout all business practices
- **Operational Principles** – Integrate EDI into everything we do
- **Employee Manual** – Incorporate EDI into our policies
- **Training** – Embed EDI into all our proprietary training curriculum
- **Business Relationships** – Align with those who share our values
- **Community Engagement** – Invest and engage with our communities

The Hg Team will exceed your MWBE goals:

55%+

The pursuit and delivery of projects are the primary means for mobilizing our EDI culture for direct, meaningful outcomes. This project is no exception; it is a significant and meaningful opportunity for us to advance together our collective commitment to EDI, for the betterment of you, us and the Denver diversity community. This entails strategically forming our team and tactically engaging our partners, both new and existing, to increase participation, including ours as a diversity small business. **By effectively partnering with historically underutilized multicultural businesses with intentionality, we engage our partners with impactful work that provides a reliable and steady revenue basis for technical training, workforce capacity growth, and portfolio expansion.** It is through successful project delivery that small businesses can forge long-term relationships and realize workforce growth for sustained operations and generational wealth creation.

As the lead firm, offering a unique and responsive organizational structure, to ensure this project benefits your EDI goals and upholds our culture, all while ensuring successful, high performing project delivery, we have been intentional and strategic in our team formation. **We have strategically teamed with Jacobs, a proven DEN provider and a new DEN relationship for Hg, as a mentor for this project.** Jacobs has a long and proven history of supporting DEN and your EDI objectives. While we have active business relationships with Jacobs, including successful projects in other markets, this is our first teaming together for a DEN project. With Hg as the prime, leading the project and self-performing significant and meaningful portions, this is a special opportunity for Jacobs to mentor us on the DEN administrative processes for design. Furthermore, to broaden our team’s meaningful participation beyond Hg, we have formed a Denver-based team with multiple diversity and small business firms—Geocal, PK Electrical and EES. For each of us, specific strategies and tactics for mentorship and meaningful and impactful participation have been framed. As shown, this project will provide meaningful opportunities for each to receive mentorship, build our project portfolio, and grow our professional relationships.



The Hg Consult EDI Strategy for This Project

In partnership with you, we will mobilize our firm’s culture with this project to achieve your diversity goals for the betterment of our partners and the Denver diversity community by:

- Leading the lean Hg Team with focused team membership and Jacobs as our major subconsultant for mentoring us on DEN design processes
- Forming our team with three specifically identified small business partners (Geocal, PK Electrical and EES) which align with our cultural values for focused mentorship supporting long-term relationships
- Implementing thoughtful procurement processes that optimize small business participation and growth
- Developing strategic mentoring plans for Hg, Geocal, PK Electrical, and EES for specific mentorship goals and shared success
- Monitoring the achievement of our partnership plans throughout

Recognized for Meaningful Community Engagement

Hg engages with partners who share our values. Jacobs was honored with the 2024 MLK Award by The Center for Colfax in recognition of their ongoing commitment to community partnership. Established by former Denver Mayor Wellington Webb and his wife Wilma, this award highlights the strong relationships Jacobs has built in Denver and their dedication to equity and service.



Exhibit F Diversity and Small Business Strategic Mentorship Plan

Firm	Role	Partnership Goals & Tactics	%
Hg (MWBE/SBE)	Project management, multimodal design lead, roadway design lead, and support for bridge, drainage, and traffic designs	While fully experienced with CDOT and DOTI requirements, Jacobs will mentor Hg on DEN-specific design and archiving administrative processes.	39.8%
Geocal (MWBE/SBE)	Geotechnical investigations and engineering	Expand our working relationship beyond DEN for mutual business alignment and growth with CDOT, where Hg is a proven provider.	4.6%
PK Electrical (MWBE/SBE)	Electrical and lighting design	Expand our working relationship beyond DEN for mutual business alignment and growth with CDOT, where Hg is a proven provider.	6.5%
EES (MWBE/SBE)	Permits and SWMP plans	Expand our working relationship beyond DEN for strategic EES capacity growth for roadway design with CDOT, where Hg is a proven provider.	3.6%

2.B. Technical Assistance & Support Services

Whether as a prime or subconsultant, providing consultant services is a direct, hands-on opportunity to deliver and receive technical support alongside our business partners. Combined with our broader industry engagement, we will strategically mobilize our commitments and relationships into meaningful participation and shared benefits throughout this project. For both PK Electrical and EES, we have identified impactful training opportunities where Hg is already a proven provider with CDOT—extending our collaboration beyond DEN. **Each partnership will begin with clearly defined goals, managed as part of our overall Project Management approach and monitored for progress, with adjustments made as needed.** As outlined below, this support will help move the next generation of historically underutilized businesses forward with tangible, positive outcomes.

Mentor	Protégé	Areas of Training	Expected Outcome
Jacobs	Hg	1. DEN Project Administrative Archiving – Jacobs will assist Hg on the BIM and Design Record archiving procedures upon project completion. 2. DEN Bridge Design – Hg will aid Hg with the design procedures and methods for post-tensioning bridge design – a unique technical expertise of Jacobs. 3. DEN Stormwater Drainage Design – Through quality review, Hg will gain experience delivering drainage design following DEN’s processes and procedures.	1. Hg knowledge and ability to complete DEN’s archiving processes upon project completion. 2. Hands-on experience for Hg with post-tension bridge design. 3. Direct experience for Hg delivering drainage designs and plans for DEN.
Hg	Geocal	Hg will deepen Geocal’s understanding of the CDOT Small Business program and procurement processes.	Expanded Hg and Geocal relationships for future CDOT and DEN projects.
Hg	PK Electrical	Hg will deepen PK Electrical’s understanding of the CDOT Small Business program and procurement processes.	Expanded Hg and PK Electrical relationships for future CDOT and DEN projects.
Hg	EES	Hg and EES will expand our business relationship through a CDOT project pursuit including training on the CDOT procurement process.	A new partnership for Hg and EES for future DEN and CDOT projects and ability to add EES roadway design staff.

Communications & Mgmt

Set goals at outset and monitor progress with monthly meetings led by:



Mari Czachowski
PROJECT & EDI
ADMINISTRATOR

Mari is a proven DEN contract administrator having led the project business management and controls administration for the Great Hall Project and Concourse A and B Tenant Improvements.

2.C. Procurement Process

Exhibit F



The Hg Team’s Corporate EDI Commitment

Hg Consult is committed to activating our EDI values within our organization and as a trusted business partner, to advancing EDI within the Denver diversity community. We invest and give back, putting our beliefs into action. Some examples of our active engagement within the community include:

- Earl Harrison, President, regularly serves as a guest speaker for chamber, industry, and ACEC small business events
- Jerry Mugg is the former ACEC CO Transportation Committee Co-chair for small businesses and Co-chair for the CDOT Small Business Forum Advisory Board
- Jerry Mugg is a trainer for the CDOT Small Business Forum
- Graduate of the CDOT and DOTI Mentor-Protégé Programs
- Corporate sponsor for COMTO, Move Colorado, and ACEC/WTS Transportation Conferences
- Graduate of the DEN Concourse100 Training Program
- Volunteer for the DEN Community Panel

These investments play an important role in the advancement of small businesses and help foster our partnerships within the community.

Our internal procurement processes for forming project teams reflect our EDI culture and principles. We prioritize partners who share these values, with an emphasis on small and disadvantaged businesses. Meeting contract goals is the minimum; as a diverse small business, we go further through strategic teaming to advance our EDI objectives. Our guiding procurement principles are rooted in transparency and openness to new relationships and opportunities, free of preconceived ideas. By fostering cultural and business alignment through open dialogue and an exploratory approach, we remove barriers and create meaningful opportunities for potential teaming partners. We align with well-qualified, like-minded firms and apply controls to track commitments, monitor participation, and measure goal achievement—ensuring our EDI philosophy is embedded across all teaming relationships.

For this project and DEN’s broader client and community services, Jacobs recently hosted a small business community open house to introduce diverse firms to the company and highlight upcoming opportunities at DEN. Hg attended this event, where our DEN-specific alliance with Jacobs began—a strong cultural and business fit, with both firms strategically focused on DEN.

Follow-up conversations and relationship-building led to the formation of our teaming partnership and commitment to this project, with ongoing discussions continuing around future DEN opportunities. To complete our team for specialty services, Jacobs and Hg jointly engaged in additional outreach with both existing and new firms. Following the procurement process described below, our team includes three diversity and/or small businesses, including Hg. As a significant contract, this project offers meaningful opportunities to integrate historically underutilized multicultural businesses, and our team is structured to take full advantage of them. As the contract progresses, new opportunities may arise to expand participation. For any new or additional services, we will follow a similar procurement process to build a strong, values-aligned team that supports both your EDI goals and ours.

2.D. Communication & Proposer Management

Achieving EDI goals requires a team that is both committed to inclusive principles and thoughtfully formed to support meaningful participation. Our team meets these criteria. With a strong EDI culture and a project-specific plan that includes mentoring relationships—between Hg and Jacobs, and Hg with Geocal, PK Electrical and EES—we have established practical strategies to activate mentorship and technical support. To carry out these intentions, Hg will lead the execution of the team’s EDI Plan, just as we have in other formal mentor-protégé relationships with CDOT and DOTI. Our intentional procurement process ensures that business and mentoring goals are aligned within the team and integrated with the professional services needed to deliver this project. Each team member’s role is clearly defined and aligned with the project scope.

Procurement Process

- | | |
|----------------|--|
| Step 1: | Identify overall goals and objectives for the procurement, including small business participation. |
| Step 2: | Assess technical skills, qualifications, and resources needed pursuant with the scope of work. |
| Step 3: | Perform industry outreach through a process that maximizes the opportunity for small businesses to engage. |
| Step 4: | Share and assess observations from the outreach to develop a shortlist of potential partners. |
| Step 5: | Conduct follow-up conversations with each to confirm cultural alignment, commitments to EDI, technical qualifications, and ideas for mentorship. |
| Step 6: | Execute teaming agreements with selected partners and frame areas of mentorship and partnership. |
| Step 7: | At project start-up, document goals and mentorship plan and track and monitor progress during the project. |

To assure our collective goals are fulfilled and advanced for the long-term benefit of all, we will conduct monthly mentorship team progress meetings as part of our overall Project Management approach. At the outset, integral to the subconsultant contracting, we will define and include our mentoring and technical assistance activities in the scopes of work for each small business partner. Our mentoring and protégé goals and desired outcomes, as summarized within this proposal, will be clearly defined and documented upfront. We will then regularly conduct mentor-protégé coordination meetings, as part of our monthly team coordination processes, to verify progress toward goals and to ensure activation of meaningful participation and goals achievement. Conducting these reviews integrated with resources planning, progress, schedule, and costs ensures our overall EDI achievement is aligned with our overall cost-effectiveness and quality management. **Mari Czachowski** will coordinate with **Velvet Kuesel, PE** our Project Manager, to track and monitor progress with each mentor-protégé team. While not anticipated and with measures in place to avoid the occurrence, should performance expectations not be met or disputes arise, **Jerry Mugg, PE**, the Principle-in-Charge, will facilitate resolution and change management, as necessary, to ensure our goals are fully achieved.

2.E. Past Performance

There is no better assurance of success than past performance; for projects led by Hg, we have achieved and exceeded participation goals in the past and will do so again with this project. Hg Consult has an outstanding record of achieving and exceeding participation goals. Combined with our well-constructed team, our EDI Plan, and our supportive cultures, we are set up for success and our proven performance provides further confidence of achieving our EDI goals for this project.

Hg EDI Performance – Small Business Participation

Owner	Project	Value	Goal	Actual	Practice Building Achievements
CDOT*	SH 12 PEL Study	\$849K	0%	68%	M/P partnership with Atkins; Built portfolio for on-call contracts; Added capacity
CDOT	CO 7 PMC & Env.	\$601K	12%	100%	Grew relations with CDOT; Built portfolio; Precursor to major CO 7 project win
CDOT	CO 7 PMC & Design**	\$2.7M	12%	55%	Hg Consult led team with six other small businesses: Added capacity
CDOT	CO 45 Mirror Intersection	\$167K	10%	75%	Included two additional small businesses to honor our EDI and business commitments

* Local Agency Project in Partnership with CDOT ** First Task Order of Total \$15M Contract

2.F. The Hg Culture: Founded on EDI Principles

Our commitment to the values of Equity, Diversity and Inclusion is founded in the Hg Consult Vision and embodied in our Mission. We share your agency’s passion and commitment to EDI. Just as these values and commitments are rooted within your organization, we equally embrace these values in all that we do. In fact, our vision directly aligns with Vision 100—one of your guiding principles initiatives. We thank you for this commitment. It is refreshing, as not all agencies share your values to the same degree. Our philosophy, through our partnership with you, other agencies, and other small businesses, is to effectuate this culture within our organization and to live out these principles every day. This is our responsibility; something we take very seriously—to mobilize our goals for the betterment of our people and our shared communities. **This project is a significant and meaningful opportunity to help each of us live out these shared commitments.**



Exhibit F
**People.
Partners.
Places.**

Founded in 2010 as a disadvantaged small business by Earl Harrison, PE, our vision embraces Our People, Our Partners, and Our Places. This vision defines our culture and values—how we behave as a firm and interact with our staff, clients, and communities. Hg Consult was created as a professional transportation consulting firm to give staff the freedom of a balanced, fulfilling personal and professional life. At Hg, our People come first; we trust our employees and empower them to serve clients, sharpen their skills, deliver great projects, and engage with our communities in a flexible, supportive workplace. Like you, we remove barriers so our people can realize their full potential, feel included, thrive, and be their true selves.



Hg Consult: Living Our Culture & Values

To ensure we deepen and sustain our cultural roots as we grow and to keep our sights on what is really important - our culture - we have developed two key initiatives:

- 1) **Emerging Issues Leadership Sessions** - Open conversations on emerging issues
- 2) **Executive Team Roundtables** - Advisor guided discussions on relevant issues

Each is designed to embed our culture into our staff.

Our EDI Culture Results

- 15-year history of sustained growth
- Over 100 satisfied and productive staff
- 12 staff in Colorado and growing
- Sustained history of client service
- Long-standing prime partnerships
- 60/40 Prime/Subconsultant mix
- Only 4 voluntary departures in 15 years
- Annual intern program resulting in full-time hires



“Our people are our best asset. In all that we do, we strive to empower all staff to reach their full potential, for their benefit and the benefit of our clients and our communities.”

—Earl Harrison, Jr., Hg Consult President

Our philosophy is to not view our diversity status as a guarantee; we must live out and mobilize our values daily throughout our organization and our projects. We must continually provide value and quality services to our partners and communities to sustain and grow our practice. Since our founding, we have significantly benefited from EDI commitments like yours, enabling us to add capacity and expand our professional qualifications. By living our vision, today, our business portfolio entails a well-balanced mix of prime and subconsultant contracts. Our direct prime work now includes large, significant, and complex projects, enabling us to meaningfully engage other small businesses. As a testament to our vision and EDI commitment, we are a sustained and growing practice with an outstanding record of staff retention serving multiple clients and geographic marketplaces. Like you, we understand we must be intentional to do our part in benefiting our staff, our clients, and our shared communities.

2.G. Future EDI Principles

The core foundation is established; our EDI culture is already rooted within our firm. As we grow, we must be intentional about preserving and deepening our culture within our organization and operations. Continued growth will provide a broader platform and ability to expand our engagement and contributions to the diversity community. This project will, in part, be a primary means for us to accomplish this.

Our roadmap to promote EDI, both internally and externally, includes:

- **Dedicated Human Resources and EDI Director** – As we continue to grow, to sustain our culture and elevate EDI within our business practices for internships, recruiting, career development, and community engagement, we will have a sufficient operational base to justify a full-time Human Resources and EDI Director for the firm.
- **Employee Support Systems** – Fulfilling our EDI culture requires providing the necessary support to our staff. Our current firm-wide initiatives include developing and advancing our support systems specifically for Project

Management. Our initial training curriculum, which **Velvet Kuesel, PE** our Project Manager has been developing in coordination with the team, is nearing completion, with training events scheduled for July and October of this year.

- **Formal Mentorship** – It is envisioned, as we have participated in formal programs as a protégé and as we grow our portfolio and client relationships, that we will reverse our former role and be a mentor. This will be a direct means for us to contribute further to our EDI principles and sponsor a small business partner.

EXHIBIT G

RFP: Request for Proposals

202577849: HG Consult, Inc.

**Peña Boulevard Reconstruction E-470 to Jackson
Gap Design**

**Incorporated by Reference as found in File
#20250204 at the Denver Office of the Clerk and
Recorder**