

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

WHEREAS, City has undertaken a competitive process (through RFP No. 202472362-00) to solicit and receive proposals for such services, and has selected the proposal submitted by the Consultant; and

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

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

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

PART I LINE OF AUTHORITY

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

**PART II
DUTIES AND RESPONSIBILITIES OF CONSULTANT**

2.01 SCOPE OF SERVICES.

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

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

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

2.02 PROFESSIONAL RESPONSIBILITY.

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

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

2.03 REMEDIES.

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

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

their respective suppliers and subconsultants of any tier; and

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

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

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

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

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

2.04 KEY PERSONNEL ASSIGNMENTS.

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

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

B. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

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

2.05 SUBCONSULTANTS.

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

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

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

D. Consultant is subject to Denver Revised Municipal Code (D.R.M.C.) § 20-112

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

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

2.06 OWNERSHIP AND DELIVERABLES.

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

PART III TERM AND TERMINATION

3.01 TERM.

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

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

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

3.02 SUSPENSION AND TERMINATION.

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

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

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

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

D. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 3.02.C.2., Consultant shall have forty-eight (48) hours to commence remedying its defective performance. If Consultant diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Consultant fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 3.02.C.1.

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

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

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

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

PART IV COMPENSATION AND PAYMENT

4.01 MAXIMUM CONTRACT LIABILITY.

A. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Five Million Two Hundred and Fifty Thousand Dollars and Zero Cents (\$5,250,000.00) (“Maximum Contract Liability”). Consultant will be performing the services under each Task Order on an hourly rate basis or a lump sum basis up to the Maximum Contract Liability.

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

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

4.02 PAYMENT SCHEDULE.

A. Subject to the Maximum Contract Liability set forth in Section 4.01 of this Agreement, Consultant’s fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant will invoice the City on a monthly basis in arrears, and the City will pay each invoice in accordance with Denver’s Prompt Pay Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Consultant understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City’s Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Consultant receives prior written approval of the Project Manager, and be related to and in furtherance of the purposes of the Consultant’s engagement.

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

4.03 INVOICES.

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

1. An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.
2. A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by City, at City's request.
3. The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.
4. Consultant shall submit itemized business expense logs or copies of receipts for all reasonable allowable reimbursable expenses, where billing is based upon such items.
5. The signature of an officer of Consultant, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.
6. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
7. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
8. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement, are in accordance with this Agreement, are reasonable, and Consultant receives prior written approval of the Project Manager.

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

4.04 CARRY OVER AND CARRY BACK.

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

4.05 FEE.

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

PART V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

5.01 INSURANCE.

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

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

Administrator.

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

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

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

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

5.02 DEFENSE AND INDEMNIFICATION.

A. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are attributable to the negligence or fault of the Consultant or the Consultant's agents, representatives, subconsultants, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City for any acts or omissions of Consultant or its subconsultants either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

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

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

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

5.03 DISPUTE RESOLUTION.

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

PART VI GENERAL TERMS AND CONDITIONS

6.01 STATUS OF CONSULTANT.

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

6.02 ASSIGNMENT.

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

6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS.

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

6.04 COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS.

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

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

6.05 NOTICES.

A. Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to:

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

And by City to:

Solomon Abel
CDM Smith Inc.
555 17th Street Ste 500
Denver, CO 80202
AbelSJ@cdmsmith.com

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

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

6.06 RIGHTS AND REMEDIES NOT WAIVED.

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

6.07 NO THIRD PARTY BENEFICIARIES.

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

6.08 FORCE MAJEURE.

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

6.09 COOPERATION WITH OTHER CONSULTANTS.

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

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

6.10 INUREMENT.

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

6.11 NO AUTHORITY TO BIND CITY TO CONTRACTS.

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

6.12 INFORMATION FURNISHED BY THE CITY.

A. The City will furnish to Consultant information concerning matters that may be necessary or useful in connection with the work to be performed by Consultant under this

Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Consultant understands and acknowledges that the information provided by the City to Consultant may contain unintended inaccuracies.

6.13 SEVERABILITY.

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

6.14 TAXES AND COSTS.

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

6.15 ENVIRONMENTAL REQUIREMENTS.

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

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

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

D. Consultant agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures.

Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

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

6.16 NON-EXCLUSIVE RIGHTS.

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

6.17 PAYMENT AND PERFORMANCE BONDS.

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

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

PART VII STANDARD CITY PROVISIONS

7.01 DIVERSITY AND INCLUSIVENESS.

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

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

7.02 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS.

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”), and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 12%. Consultant shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit E** (“EDI Plan”) and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-63.

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

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

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

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

7.03 NO DISCRIMINATION IN EMPLOYMENT.

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

7.04 PREVAILING WAGE.

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

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

services under the Agreement.

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

7.05 ADVERTISING AND PUBLIC DISCLOSURES.

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

7.06 COLORADO OPEN RECORDS ACT.

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

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

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

7.07 EXAMINATION OF RECORDS AND AUDITS.

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

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

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

7.08 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.

A. Consultant shall cooperate and comply with the provisions of Executive Order 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 City's barring Consultant from City facilities or participating in City operations.

7.09 CITY SMOKING POLICY.

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

7.10 CONFLICT OF INTEREST.

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

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

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

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

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

7.11 GOVERNING LAW; BOND ORDINANCES; VENUE.

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

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

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

7.12 COMPLIANCE WITH DENVER WAGE LAWS.

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

PART VIII STANDARD FEDERAL PROVISIONS

8.01 SENSITIVE SECURITY INFORMATION.

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

8.02 DEN SECURITY.

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

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

8.03 FEDERAL RIGHTS.

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

8.04 GENERAL CIVIL RIGHTS PROVISION.

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

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

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

9.01 ATTACHMENTS.

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

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

9.02 ORDER OF PRECEDENCE.

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

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

**PART X
CITY EXECUTION OF AGREEMENT**

10.01 CITY EXECUTION.

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

10.02 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202472362-00
Contractor Name: CDM Smith 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-202472362-00
CDM Smith Inc.

DocuSigned by:
By: Solomon Abel
E4400E785B51423...

Name: Solomon Abel
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

EXHIBIT A

Environmental Site Characterization SOW

Scope of Services:

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

The successful contractor(s) shall furnish environmental, engineering, scientific or other necessary services, including furnishing all labor and tools, supplies, equipment, oversight, superintendence, materials and everything necessary for and required to perform and complete the services authorized by a notice to proceed, including any changes thereto. Examples of projects include a sitewide groundwater characterization for PFAS in groundwater at DEN, investigation of discrete PFAS Recognized Environmental Condition (REC) areas at DEN, and planning and executing site characterization of remaining contamination at closed oil and gas production sites. Regular communication with Aviation's Environmental Restoration Program Management contractor is expected. Contractor(s) will work with Aviation's Environmental Restoration Program Management contractor to plan and execute the work described above, and will submit to them all work plans, sampling results, and other reports. Other related work will be authorized on a task order basis as needed.

Examples of Expected Tasks

- Planning and executing site investigation projects under DEN's VCUP. These projects may include:
 - A Sitewide Groundwater Characterization to investigate PFAS in the groundwater at DEN. This project may include up to 260 screening borings, up to 65 groundwater monitoring wells, and long-term groundwater monitoring to assess groundwater quality and contaminant mobility on the DEN property shown in Exhibit D.
 - A Sitewide Surface Water and Stormwater Characterization to investigate PFAS in surface water and relative potential contributions of PFAS in stormwater runoff and groundwater.
 - Investigation of Recognized Environmental Conditions (RECs) for PFAS, as shown in Exhibit D. REC investigation is anticipated to include surface and subsurface sampling of soil and groundwater.

EXHIBIT A

- Planning and executing site investigation of closed oil and gas production sites. These projects may include investigation of approximately 10 sites identified as being impacted by oil and gas production activities.
- Preparation of Sampling and Analysis plans, and other necessary planning documents prior to field investigations.
- Preparation of reports detailing sampling results.
- Preparation of other reports, as needed.
- Regular communication with DEN's Program Management contractor. Contractor may work with the Program Management contractor to plan and execute the work described above, and may submit to them all work plans, sampling results, and other reports.
- Regular communication with regulatory agencies with regards to environmental investigation projects.
- Other tasks as needed.

EXHIBIT B

PROPOSAL NARRATIVE
Key Personnel and Ability to Respond

PROPOSAL NARRATIVE

Key Personnel and Ability to Respond



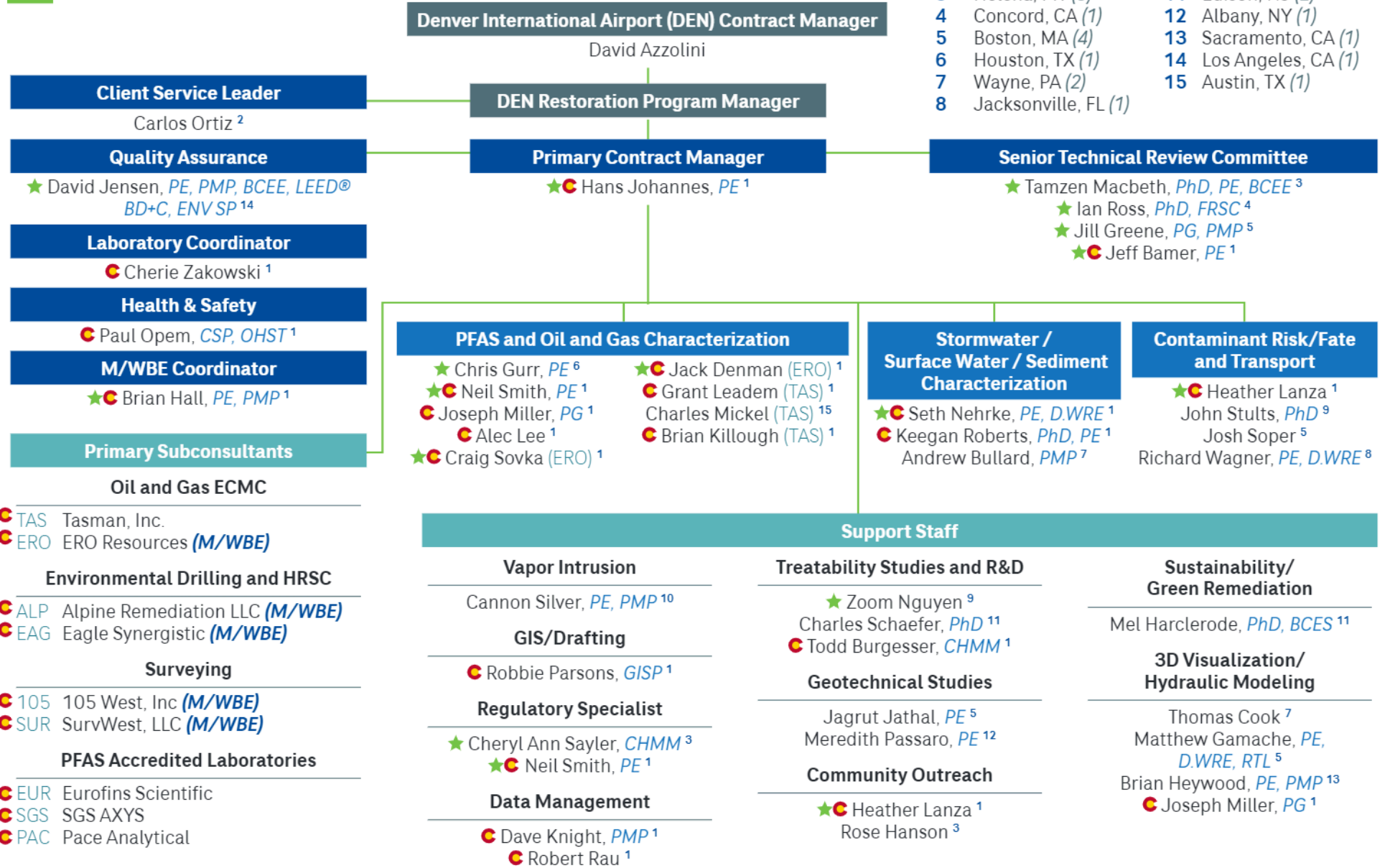
PROPOSAL NARRATIVE

Key Personnel and Ability to Respond

★ Key Staff
 ● Local

Staff Office Location (total #)

1 ● Denver, CO (20)	9 Bellevue, WA (2)
2 Dallas, TX (1)	10 Fairfax, VA (1)
3 Helena, MT (3)	11 Edison, NJ (2)
4 Concord, CA (1)	12 Albany, NY (1)
5 Boston, MA (4)	13 Sacramento, CA (1)
6 Houston, TX (1)	14 Los Angeles, CA (1)
7 Wayne, PA (2)	15 Austin, TX (1)
8 Jacksonville, FL (1)	



- TAS Tasman, Inc.
- ERO ERO Resources (M/WBE)

Environmental Drilling and HRSC

- ALP Alpine Remediation LLC (M/WBE)
- EAG Eagle Synergistic (M/WBE)

Surveying

- 105 105 West, Inc (M/WBE)
- SUR SurvWest, LLC (M/WBE)

PFAS Accredited Laboratories

- EUR Eurofins Scientific
- SGS SGS AXYS
- PAC Pace Analytical

EXHIBIT B

CDM Smith offers superior technical and client service to DEN through strong local leadership and expert support. Led by proven Primary Contract Manager, Hans Johannes, our team includes experienced engineers with environmental expertise in Colorado and nationwide. We have a complete suite of in-house and local M/WBE support disciplines with extensive knowledge and a successful track record working on site characterization and remediation projects. Our organizational structure is specifically designed to efficiently implement projects under the DEN Environmental Site Remediation contract.

Qualifications of Subcontractor Firms

CDM Smith has teamed with qualified and reputable subconsultants to provide specific services to enhance our team’s capabilities and meet the business equity goals. These firms were chosen specifically for their subject matter expertise, and their history of providing excellent service to clients throughout the region.

ALPINE REMEDIATION, INC.

Qualifications: Alpine provides direct push drilling, auger drilling, and remediation services.



They have performed in-situ injections for over 20 year and have installed various remediation products in a variety of geologic settings. Alpine can also assist in the design of in-situ remediation plans using products that can remediate both petroleum hydrocarbons & chlorinated solvents quickly and effectively. As part of their capabilities to serve as a full-service remediation contractor, Alpine offers these services:

Site Preparation Services

- Core drilling
- Concrete cutting
- Potholing
- Remediation services
- Excavations
- Tank pit sprays
- Barrier wall installations

Monitoring Well Services

- Well development
- Well rehabilitation
- Slug tests

Groundwater Sampling Services

Alpine can assist with groundwater sampling needs using traditional and low flow sampling techniques.

Type of Work: Environmental drilling and HRSC.

EAGLE SYNERGISTIC

Qualifications: Eagle Synergistic is a specialized HRSC business that specializes in advanced site characterization activities utilizing HRSC technologies and Direct Push drilling. They provide HRSC subsurface imaging and drilling services both locally and nationwide. Eagle Synergistic has been certified as an 8(a), Women Owned Small Business (WOSB) by the U.S. Small Business Administration and a Woman Owned Business Enterprise (WBE) by the Colorado Department of Transportation.



They acquire HRSC and subsurface imaging data, and assist clients in understanding the data gathered. Their certified and degreed HRSC environmental scientists and drillers are manufacturer trained and able to work with the field scientists to understand the live data as it is acquired. They work virtually with clients to assist with interpretation and making important decisions regarding the placement of further points. They strive to efficiently meet clients goals by delineating the plume, not only horizontally but also vertically, while advising on the best discrete depths for soil and groundwater sampling.

Type of Work: Environmental drilling and HRSC.

EUROFINS SCIENTIFIC

Qualifications: is a world leader in food, environment, pharmaceutical and cosmetic product testing, discovery pharmacology, forensics, advanced material



EXHIBIT B

sciences, and in agrosience Contract Research services. It is also one of the global independent market leaders in genomics and in the support of clinical studies, as well as in BioPharma Contract Development and Manufacturing. In addition, Eurofins is one of the key emerging players in specialty esoteric and molecular clinical diagnostic testing in Europe and the USA. With ca. 62,000 staff across a network of independent companies in 62 countries and operating over 900 laboratories, Eurofins offers a portfolio of over 200,000 analytical methods for evaluating the safety, identity, composition, authenticity, origin and purity of biological substances and products, as well as for innovative clinical diagnostics. The objective of Eurofins companies is to provide their customers with high-quality services, accurate results on time and expert advice by their highly qualified staff.

Type of Work: PFAS laboratory services.

ERO RESOURCES

Qualifications: ERO Resources Corporation (ERO) has been involved in consulting on natural resource planning and permitting projects throughout the Intermountain West since 1981 and is a recognized leader in National Environmental Policy Act (NEPA) compliance, environmental planning, biological resources, cultural and historic resources and environmental due diligence and remediation, serving an array of federal and state agencies, municipalities, and private clients. ERO has conducted numerous limited site investigations and further characterization for oil and gas wells and facilities in the Wattenberg Field, north of Denver. These investigations were generally conducted as part of due diligence efforts for development.



The workplans typically involve the collection of shallow soil samples and installation of soil borings and groundwater monitoring wells to assess surface and subsurface conditions around the oil and gas facilities. An ERO geologist logs the lithology of each boring from the soil cores as they are recovered. Other pertinent information, such as olfactory observations and the presence of staining are recorded, and soil cores are monitored during the drilling using a photoionization detector to screen

for the presence of petroleum products within the soils. Soil samples are collected from intervals with elevated PID readings, staining, and/or petroleum hydrocarbon odors.

Temporary groundwater wells are installed in select borings, typically consisting of new, 1- to 2-inch diameter PVC well screen and blank casing with silica sand in the screen interval annulus and hydrated bentonite above the screen to the surface. Groundwater samples are typically collected using dedicated, disposable polyethylene bailers, placed in laboratory-provided sample bottles, and submitted to the laboratory for appropriate lab analyses associated with oil and gas activities. Reporting consists of discussing methods, findings, and conclusions for the investigation and comparing concentrations of any detected contaminants with applicable standards and established background values.

In addition, ERO has conducted numerous investigations for subsurface methane migration from plugged and abandoned oil and gas wells. The purpose of the investigations was to evaluate soil gas for indications of breaches or compromised well integrity that may present an unacceptable condition for public safety.

Type of Work: Oil and gas environmental consulting and management services.

PACE ANALYTICAL

Qualifications: For over 45 years, Pace® has provided comprehensive environmental laboratory services to a broad range of clients, markets, and industries. Pace is a full-service analytical testing firm operating a network of over 70 environmental laboratories and over 30 service centers across the U.S. Eight of Pace’s laboratories offer PFAS testing, and they have been testing for PFAS since 2012 when it first became US EPA approved for UCMR 3 at its Florida laboratory.



Type of Work: PFAS laboratory services.

EXHIBIT B

SGS AXYS



Qualifications: Since 2002, SGS AXYS has been pioneering analytical methods in the investigation of PFAS contamination and their application experience and abilities are unparalleled in the industry. Their initial work focused on site investigation, remediation, industry initiatives, and litigation around PFAS manufacturing sites in West Virginia and Minnesota and has since expanded to include:

- Sensitive ambient monitoring
- Fish consumption advisories
- Wildlife exposure studies
- Wastewater treatment plants
- AFFF site investigations
- Product testing
- Human biomonitoring in exposed and ambient populations

They have performed and published significant work regarding PFAS analytical methods, storage stability, limitations, and best practices. Their method development and validation expertise is used both by industry and regulatory agencies. They are working with the EPA and DoD on the validation of a definitive isotope dilution PFAS method for waters, solids and tissues. They have worked with industry partners to develop and validate methods for AFFF products that can detect PFOS and PFOA and other PFAS at as low as 10 ppb.

Type of Work: PFAS laboratory services.

SURVWEST



Qualifications: SurvWest, LLC is a diversified engineering firm specializing in surveying and mapping; subsurface utility engineering (SUE); and utility coordination. Established in 2009 with staff located in Denver, Colorado and Dallas-Fort Worth, Texas, their talented, agile crews provide expert-level service for clients across the U.S. Additionally, SurvWest has a Certified Federal Surveyors (CFedS) on staff. This certification offers their clients boundary evidence documentation in areas with Native American lands. They have three staff members with a

commercial drone license and SurvWest is one of only four companies in the U.S. approved to fly BNSF right-of-way.

Type of Work: Surveying.

TASMAN



Qualifications: Environmental consulting and construction firm with expertise in the oil & gas industry.

Type of Work: Environmental engineering, regulatory compliance, construction and remediation.

105 WEST

Qualifications: 105 West has performed a wide range of surveys at DEN over the past decade. They have performed design surveys ranging from active Runway Surveys to Deicing Pond Surveys to Basement Surveys within all three major concourses. They have an extensive background in navigating DEN protocol and procedures as well as working in conjunction with the Surveying Group, Project Managers, and Escorts to streamline each survey keeping the design team on track and on schedule.

Type of Work: Surveying.

Ability to Effectively and Conveniently Perform Scope of Work

CDM Smith’s project leadership and organizational structure is shown on page 5-1. Having worked for DEN and local clients for several years, we know that you need and are accustomed to a consulting team that brings a wide breadth of knowledge, specific and applicable experience, and responsiveness. Our team has the right experience to leverage in all disciplines, while still providing a local point of contact.

Effective communication and reporting will be established through our project manager and DEN’s project manager, following our organization chart hierarchy. Our team will liaise and coordinate all aspects, including scope, schedule, budget, and potential issues, through the project manager. To meet DEN’s expectations and deliver projects within the designated timeframe and budget, we will prioritize formal communication

EXHIBIT B

protocols and develop a robust process that fosters efficient collaboration, teamwork, and productivity.

Subcontractor Coordination

Hans Johannes will oversee all subconsultant tasks, and each subconsultant firm will designate a contact point who will report directly to him. This setup enables efficient monitoring of activities, identification of

potential delays, and prompt issue resolution. When a specific assignment is received from DEN, the project manager will assess resource requirements, define responsibilities, confirm project deliverables success factors, and coordinate with team members. Hans Johannes will closely monitor subconsultant project schedules and budgets on a monthly basis. Furthermore, CDM Smith will actively monitor the project’s overall schedule, scope, and budget throughout the entire project.

Office Locations and Employees

Number of Employees

Firm	Office Address	Firm Total	Professional Staff in Local Office	Support Staff in Local Office
CDM Smith	555 17th Street, Suite 500, Denver, CO 80202	6,200	153	27
Alpine Remediation	14252 W. 44th Ave., Golden, CO 80403	8	5	3
Eagle Synergistic	751 Pine Ridge Road, Golden, CO 80403	14	12	2
Eurofins Scientific	1371 Horizon Ave., Lafayette, CO 80026	110	95	15
ERO	1626 Cole Blvd., Suite 100, Lakewood, CO 80401	75	61	N/A
Pace Analytical	7711 W. 6th Street, Ste A, Lakewood, CO 80214	4,600	4	4
SGS Axys	4665 Paris Street, #200-B, Denver, CO 80239	91	71	7
SurvWest	6501 E. Belleview Ave., Ste 300, Denver, CO 80111	38	15	23
Tasman	6855 W. 119th Sve., Broomfield, CO 80020	230	125	15
105 West	4201 East Yale Avenue #230, Denver, CO 80222	11	4	7

Location of Work

CDM Smith’s local Denver office staff will support this contract through its duration, and will be supported by staff across the U.S. that are subject matter experts in their field of expertise. Office locations for each our proposed team members is shown on the organizational chart.

Resumes

Resumes for key personnel are at the end of this section.

Exhibit B

Exhibit B is submitted as separate file.

Hans A. Johannes, PE
Primary Contract Manager

Mr. Johannes has extensive experience with planning, conducting, and managing various phases of remedial investigations (RI) and remedial actions (RA) at environmental contamination sites, including surface water, sediment, soil, groundwater, and solid waste sites. He is particularly skilled in contract administration, construction management, and project management for environmental work, including drilling services, laboratory services, general site work, soil and groundwater remediation, process system construction, treatment plant construction/upgrades, and plant operations and maintenance (O&M).

Project Manager, Environmental Remediation Services, Pueblo Chemical Department, CO. Mr. Johannes served as project manager for multiple task orders (TO) under this \$70M contract for USACE Omaha. Under this PBC, Mr. Johannes managed a team of engineers, scientists, wastewater treatment plant operators, and maintenance staff. His projects submitted and obtained CDPHE regulatory approvals for WPs, investigation reports, and RA-O/LTM monitoring reports. Projects under this contract included RCRA investigations, pilot scale testing, and remediation for chlorinated solvents, 1,4-dioxane, and explosives plumes; soil remediation for mercury; landfill capping; exit strategy development, RA-O, CMI-C, and CMS projects, treatment plant upgrades, optimization projects, and munitions and explosives of concern clearance.

Project Manager, Groundwater RA-O, Pueblo Chemical Depot, CO. Mr. Johannes managed RA-O projects, RA-O system optimization projects, RCRA RI/CMS/CMI/ICM planning projects, and site investigation/compliance sampling support projects for this large environmental remediation program. The multiple TOs on the contract included investigation, pilot scale testing, system optimization, and remediation for chlorinated solvents, 1,4-dioxane, and explosives plumes. Managed and provided technical leadership for remediation system RA-O, remediation system optimization, CMS, remediation system design and construction planning for CMI, ICM planning, treatment plant upgrade construction, treatment plant compliance, and treatment plant O&M. Managed a team of engineers, scientists, wastewater treatment plant operators, and maintenance staff.

Project Manager, Pre-Design Investigation and RD, Formerly Used Defense Sites, Schilling Atlas F Missile Site S-6, Rice County, KS. Mr. Johannes managed the CDM Smith scope of work under this contract including pre-design investigation/site characterization and RD, planning documents (PMP, CQC Plan, APP/SSHP, QAPP, and DMP), and schedule management.

Length of Employment at Firm

2 years

Education

BS – Geological Engineering, Michigan Technological University, 1996

Registration

PE: Colorado #0039177

Certifications

40-Hour HAZWOPER

8-Hour HAZWOPER

30-Hour OSHA Construction Safety Training

Construction Specifications Institute: CCCA, CCS, CDT Training

Arcadis Certified Project Manager

Loss Prevention System (LPS) Training

NFPA 70E Arc Flash Safety Training

Tamzen Wood Macbeth, PhD, PE, BCEE

Senior Technical Review Committee

Dr. Macbeth is an internationally recognized remediation expert with 22 years of technical leadership of remediation programs, including seven years of PFAS site characterization. She has served as the senior scientist or engineering lead for more than 100 complex investigations and possesses an in-depth understanding of the science of PFAS sampling and analysis, fate and transport, and treatment in multiple all media. She leads multi-disciplinary project teams, including quality control and data validation, executing simple to complex investigation programs to understand site conditions, evaluating unacceptable impacts, and selecting effective remedial actions. Tamzen has been involved in the development, and continual improvement, of multiple procedures for PFAS topics, such as sampling different media, using standard (e.g., soil boring, low-flow sampling) and innovative (e.g., lysimeter sampling and passive flux meters) and ensuring sampling and analytical methods are commensurate with the project data quality objectives, types of data required (e.g., definitive or screening) and quality. She authored over 100 technical papers, manuals, and courses on remediation for various organizations, effectively applying her research and development knowledge to engineering practice.

Fate & Transport Lead, Detailed Quantitative Risk Assessment of PFAS Contamination at a Former Fire Training Ground (FFTG), Confidential Airport, European Union. Dr. Macbeth leads an investigation into PFAS contamination at an airport's firefighting training ground affecting private wells. CDM Smith conducted a two-year site investigation and risk assessment. Soil remediation and alternative water supplies are being considered. Technical integrity was maintained despite regulatory-driven timelines. Further study may be required to assess risks associated with contamination of local streams and identify other PFAS sources on the airport property.

Principal Investigator, BAA-2112: Advanced Data Analytics and Forensic Framework Demonstration: High-Resolution Site Characterization, AFCEC, San Antonio, TX. Dr. Macbeth developed an Advanced Data Analytics Forensics Framework (ADAFF), which combines various tools, including a "Data Library" platform for compiling data, a data management system, and advanced analytics tools for building CSMs. Detailed characterization completed Dover Air Force Base site FT003, a former fire training area that acted as a source of PFAS to stormwater, surface water, soils, sediments, and air. The ADAFF was used to build a PFAS-focused remedial investigation.

Length of Employment at Firm

15 years

Education

PhD – University of Idaho, 2008

MS – Environmental Engineering, Idaho State University, 2002

BS – Microbiology, Idaho State University, 2000

Registration

PE: Idaho

Certifications

Board Certified Environmental Engineer, AAEEES, 2015

Ian Ross, Ph.D. FRSC

Senior Technical Review Committee

Dr. Ross has 32 years’ experience working with managing industrial pollutants. With a strong technical background, he focuses on developing more cost-effective solutions for conventional and emerging issues surrounding legacy contaminated sites using “state of the art” risk based and sustainable approaches, solving complex problems and managing stakeholder expectations. He applies risk-based approaches to contaminated site management, developing robust conceptual site models (CSM), identifying sources pathways and receptors to determine if any harm is being posed by detections of compounds at sites deemed to be potentially contaminated. He currently leads the global per- and polyfluoroalkyl substances (PFAS) technical community of practice within CDM Smith. Dr. Ross started working on the treatment of PFAS impacted wastewater in 2005, after a huge United Kingdom fire. He started researching destructive technologies for PFOS in 2008 and was the first to apply non-target PFAS analysis (TOP assay) for multiple military clients in Scandinavia in 2014. He worked as an expert witness supporting governments to manage PFAS. He has been awarded multiple U.S. Department of Defense funded research projects to develop PFAS management solutions and published over 100 articles, scientific publications, and book chapters describing PFAS management.

Technical Lead, Forensic Evaluation of PFAS Impacts to an Industrial Site, Confidential Client, OK. Dr. Ross is providing expert services for PFAS characterization and the development of a CSM to inform a remedial strategy. The aims are to prove the source of PFAS emanates from a specific waste type by applying multiple advanced chemical analytical tools including nuclear magnetic resonance (NMR) and high-resolution mass spectrometry (HRMS). Site investigations were devised to develop the CSM and allow for a remedial strategy development.

Technical Lead, Redevelopment of Dunsfold Aerodrome, United Kingdom. Dr. Ross is acting as the lead technical advisor supporting Waverley Borough Council, considering the PFAS impacts to Dunsfold Aerodrome and proposed redeveloped of the site for housing.

Technical Lead, Design, and Installation of PFAS Remediation, Ford, France. Dr. Ross reviewed the remedial options proposed by local consultants to address PFAS in soil and groundwater from fire training activities.

Technical Advisor, Multiple PFAS Projects, States of Guernsey, Guernsey, United Kingdom. Dr. Ross was the technical advisor on PFAS to the States of Guernsey. Following identification of PFAS in surface waters used to source Guernsey Island drinking water supply, Guernsey Airport and Guernsey Public Services Department needed support with investigating the source of PFAS to a drinking water supply reservoir. The project involved desk-based review and preliminary risk assessment and fate a transport modelling; soil,

Length of Employment at Firm

1 year

Education

PhD – Microbial Degradation of Xenobiotics, University of Wales, Aberystwyth 1995

Special Degree of Bachelor of Science with Honors in Biology, The University of Hull, 1991

Professional Activities

Visiting Professor Manchester Metropolitan University (2021-present)

Fellow, Royal Society of Chemistry (2022-present)

Honors/Awards

Brownfield Briefing Award - Best International Project: Full-Scale Treatment of PFAS-impacted Wastewater Using Ozofractionation Validated Using Total Oxidisable Precursor Assay

Brownfield Briefing Award - Best Science/Laboratory Advance: The TOP Assay for per- and polyfluoroalkyl substance

Jill A. Greene, PG, PMP**Senior Technical Review Committee**

Ms. Greene serves as the Aqueous Film Forming Foam (AFFF) Initiative Leader for CDM Smith's PFAS practice. The goal of the strategy is to assist clients with projects related to PFAS impacts on the environment from the use of AFFF as well as transitioning to fluorine-free alternatives at commercial airports, industrial/ chemical facilities, and DoD sites. In this role she is responsible for tracking regulatory changes and market trends, establishing CDM Smith's presence in the market through various marketing strategies, managing the sales team, and overseeing R&D activities related to the strategy.

Project Manager, PFAS Consulting Services, Kahului Airport Aircraft Rescue and Firefighting Training Pit, Kahului, HI. Investigation of PFAS in the environment from the use of AFFF for training exercises at the airport's fire training pit. CDM Smith is completing a field program to determine if PFAS contaminants are present at or above concentrations of concern in surface sediments, surface water within six inches of the sediment-surface water interface and/or in surface sediment porewater, and aquatic biotic tissue. Data will be used to update the CSM for the site and inform the development of Remedial Action Alternatives.

Project Manager, Validation of Approach for Remediation of PFAS in Soil, Gerald R. Ford International Airport Authority, Grand Rapids, MI. Laboratory and field pilot study of remediation of PFAS-impacted soils. Partially funded by an FAA grant, the project's goal is to validate the use of an amendment mixed in situ with contaminated soils to bind PFAS in place to reduce PFAS leachability, and ultimately improve the protection of groundwater and surface water. Soil and groundwater samples from a highly impacted area will be collected for bench-scale experiments to determine the most effective adsorbent material and appropriate dosing. A field pilot will then be performed to validate the effectiveness of the binding agent and reduction in the leaching of PFAS from soil to groundwater and surface water.

Airport Subject Matter Expert, Technical Review of PFAS Site Investigation, Florida Department of Environmental Protection, Tyndall Air Force Base, FL. Investigative work for AFFF source areas at DOD facilities in Florida is in the early stages with some preliminary sampling completed to confirm PFAS presence and some sampling to be completed at suspected AFFF potential release areas. CDM Smith is providing support to DEP's Federal Programs Section to provide technical reviews of site investigations performed by others. Ms. Greene is serving as senior technical reviewer of the PFAS site investigation at Tyndall Air Force Base.

Length of Employment at Firm

25 years

Education

BA – Geology, Hamilton College, 1998

RegistrationProfessional Geologist:
New Hampshire, 2006Project Management
Professional: PMI, 2019**Certifications**40-Hour OSHA
Hazardous Waste
Training8-Hour Hazardous Waste
Supervisor Certified10-OSHA Construction
TrainingConfined Space Entry
Certified

Jeffrey T. Bamer, PE

Senior Technical Review Committee

Mr. Bamer is a senior environmental engineer with more than 22 years of experience in the planning, design, and application of in situ and ex-situ soil, groundwater, soil vapor treatment systems and remediation processes, and oversight of construction. He serves as CDM Smith’s Discipline Leader for Remedial Design. He has experience in evaluating site data, developing design alternatives, integrating input from multi-disciplinary teams to create effective remedial designs, permitting and implementing these designs via conventional and alternative project delivery means, O&M activities, optimizing existing systems, and performing third-party reviews.

Project Technical Leader, Environmental Mitigation Pilot Program, Grand Rapids Airport, MI. Mr. Bamer led the development of the technical approach selected by the client and supported the client through their successful attempt to secure FAA grant funding to conduct bench scale and pilot scale treatability testing of stabilization of PFAS-impacted soils using novel adsorbents. The team has successfully conducted a high-resolution site characterization (HRSC) investigation and the treatability study. Preliminary treatability results received so far indicate a >99.9% reduction in total target PFAS concentrations in simulated surface waters in contact with amended soils.

Senior Engineer, Foam Fractionation Bench and Pilot Test, Confidential Client, NY. CDM Smith conducted the first-ever pilot test of the surface active foam fractionation (SAFF®) PFAS treatment technology in North America. Mr. Bamer was responsible for providing senior technical input during this project, including review of bench scale treatability data and testing plans, interfacing with the SAFF technology vendor, providing operational troubleshooting assistance, and reviewing data and client presentations. He also designed and constructed a portable pilot-scale electrochemical oxidation system to treat the foam fractionate from the test.

Project Technical Lead, Foam Fractionation of PFOS/PFOA-Contaminated Surface Water and Soil Treatability Studies, Schriever Space Force Base (SFB), CO. Mr. Bamer serves as the project technical lead on a project to explore three potential remedial technologies for PFAS contamination at Schriever SFB: foam fractionation, electrochemical destruction, and soil washing. A dry lagoon with PFAS-contaminated soils and sediment from a former fire training area were characterized using a combination of discrete/grab soil sampling and incremental sampling methodology to improve data repeatability and reliability. Soil washing bench scale testing of soils showed effectiveness but washing of sediment was not effective because of high organic content from algae. Soil wash water was successfully treated using bench scale foam fractionation. Results from the assessment were

Length of Employment at Firm

20 years

Education

MS – Environmental Engineering, University of California Berkeley, 2001

BS – Engineering with Honors, Harvey Mudd College, 2000

Registration

PE: Colorado, Washington

Certifications

40-Hour OSHA Hazardous Waste Health and Safety Training, 2001, and 8-hour Refreshers

OSHA Hazardous Waste Health and Safety Supervisor Training, 2002

OSHA 10-Hour Construction Safety and Health Training, 2002

David J. Jensen, PE, PMP, BCEE, LEED® BD+C, ENV SP

Quality Assurance

Mr. Jensen has over 30 years of experience in environmental engineering with an emphasis in program management. His experience includes management of large, multi-discipline programs and projects involving environmental planning and compliance, sustainability, regulatory negotiations, design, construction and operation and maintenance, public outreach, site investigation and remediation, and property redevelopment. Mr. Jensen’s areas of service span the sectors of water, wastewater, environmental services, and transportation.

Project Manager, Airfield & Terminal Modernization Program, Los Angeles World Airports (LAWA), CA. Mr. Jensen is the project manager and principal-in-charge of CDM Smith’s \$15M contract supporting the Los Angeles International Airport (LAX) Airfield & Terminal Modernization Project (ATMP). The ATMP is a multi-billion-dollar program that includes improvements to the LAX north airfield taxiways, a new full-service terminal, a new concourse, roadway improvements to facilitate entrance to and exit from the Central Terminal Area and reduce congestion on local roads and provide additional access to the planned Automated People Mover and public transit. Under Mr. Jensen’s leadership, CDM Smith is assisting LAWA in developing project phasing, performing environmental clearance under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), providing conceptual engineering of roadway improvements, supporting public outreach, and performing special studies to support project planning and execution.

Los Angeles County Metropolitan Transportation Authority, Los Angeles, CA. As principal-in-charge for LA Metro projects, Mr. Jensen has worked with project teams in setting up and executing multiple, large EIRs for MTA transit projects including the Eastside Extension (Gold Line) and Regional Connector projects and performing an analysis of extending light rail service to LAX. For the Eastside Extension, Mr. Jensen is also serving as CDM Smith’s Project Manager and working with our joint venture partner to deliver this \$26.8M project. Under the current phase of work, the team is working on the environmental clearance and supporting conceptual engineering. The estimated cost for this project ranges from \$2.5B to \$6B, depending on which alternative is ultimately chosen.

Program Manager, Sustainability Performance Improvement Management, LAWA, Los Angeles, CA. Mr. Jensen served as program manager for the development and implementation of LAWA’s first sustainability program. Through this program, CDM Smith facilitated the creation of LAWA’s Sustainability Plan, which established goals and targets, and identified new sustainability initiatives. LAWA’s plan became a model used by other city agencies. Mr. Jensen also oversaw the development of LAWA’s annual Sustainability Report, an Environmental Management System for Ontario International Airport, and the development of LAWA’s Sustainable Design and Construction Guidelines. He served as

Length of Employment at Firm

24 years

Education

MS – Chemical Engineering; University of California, Berkeley, 1986

BS – Chemical Engineering; University of California, Santa Barbara, 1984

Registration

Registered Professional Chemical Engineer, California

Certifications

Certified Project Management Professional (PMP), Project Management Institute

LEED Accredited Professional (BD+C), US Green Building Council

Envision Sustainability Professional, Institute for Sustainable Infrastructure

Honors/Awards

BCEE, American Academy of Environmental Engineers & Scientists

Brian Hall, PE, PMP

M/WBE Coordinator

Mr. Hall is a civil engineer and a project manager with 22 years of experience delivering a variety of water treatment, delivery, and resource projects around the world. He is also experienced in guiding permitting and stakeholder management activities, as well as managing subconsultants, monitoring budgets and schedules, and performing quality reviews. Mr. Hall is a seasoned team leader and a certified Project Management Professional who can integrate and scale best management activities based on each project’s scope, schedule, budget, risk, and opportunities. As a quality control and technical reviewer, Mr. Hall will objectively and critically review documents—with a specific focus on overall project value engineering—prior to submittal dates and client review phases for quality, consistency, and reliability.

Quality Control & Technical Reviewer, East Cherry Creek Valley (ECCV) Reverse Osmosis (RO) Water Treatment Plant (WTP), Pipeline, Booster Pump Stations & On-Call Services, ECCV Water & Sanitation District, CO. Mr. Hall provided technical reviews for quality assurance and control measures for the project, which ultimately piloted, designed and constructed a 10-mgd brackish water RO system—later expanded to 20 mgd—to reduce the hardness and total dissolved solids in the Northern Water Supply. The design-build project included a new membrane water treatment building, RO and UV water treatment equipment, membrane feed pumps, electrical gear, I&C, and HVAC/plumbing, as well as on-call support to address design modifications, additional site improvements, technical reviews for deep injection well pressure/flow, and a 50-gpm RO pilot study.

Quality Control & Technical Reviewer, Water 2025 Pilot & Process Selection, City of Westminster, CO. Mr. Hall provided technical reviews for quality assurance and control measures for pilot design, procurement, and installation for this visionary program for Westminster, focusing on providing high-quality water to its customers and transitioning from the Semper WTP to a new WTP. The new plant will ultimately be designed to improve treatment resiliency to address varying water quality conditions, adapt to changing regulatory standards, improve water supply flexibility and water quality, and embrace environmental sustainability and resource stewardship. The team will also be providing expertise and counsel regarding the design and construction of a new WTP.

Quality Control & Technical Reviewer, Northwater Treatment Plant Owner’s Representative Services, Denver Water, CO. Mr. Hall provided technical reviews for quality assurance and control measures for a new greenfield drinking WTP at the Ralston Reservoir site as part of their North System Renewal program. Anticipating modifications to aging Moffat WTP, Denver Water determined a need for a resilient, safe, flexible, and expandable 75-mgd treatment facility. Jacobs’ local project management/controls team

Length of Employment at Firm

5 years

Education

BS – Civil Engineering,
Minor in Business,
Gonzaga University,
2000

Registration

PE: Colorado #39764

Certifications

PMP - PMI #1642951

Areas of Focus:

- Project Management & Deliverables
- Site Civil Engineering & Design
- Technical Review & Quality Control

Summary:

- Civil engineer and seasoned project manager with 22 years of experience delivering a variety of water treatment and delivery systems around the world.
- Certified PMP who integrates and scales best management practices to each project’s scope,

Christopher Gurr, PE

PFAS and Oil & Gas Characterization

Mr. Gurr’s expertise is in remediation technology, contaminant fate and transport, and natural attenuation. He plans and executes remedial investigations, feasibility studies, and remedial designs at sites across the U.S. He has a special interest in PFAS contamination.

Fate & Transport Lead, Gerald R. Ford International Airport, Grand Rapids, MI.

Providing fate and transport expertise for R&D study examining the ability of novel sorbents to sequester PFAS in shallow soil. The study area is heavily contaminated from historical AFFF use. Bench scale testing showed the potential for absorbents to reduce PFAS in soil leachate by three orders of magnitude. Since much of the contamination is in clay, which has a high air-water interfacial area and therefore high retention of PFAS, Mr. Gurr proposed a remedial approach of mixing novel sorbent into surface soils yet relying on fate and transport principles for PFAS in clay to sequester deeper mass without amendment.

Project Technical Leader, Newport News Fire Training Academy, Newport News, Virginia.

PFAS was detected in a storm water pond draining the city’s municipal fire training academy. Mr. Gurr designed the PFAS investigation to evaluate the nature and extent of PFAS contamination, and to identify potential sources. He led sampling of sediments, surface water, and soil, and developed methods to evaluate the potential for AFFF-impacted concrete to be a continuing source. Mr. Gurr led development of a feasibility study to evaluate remedial alternatives for the site.

Project Technical Leader, Florida Department of Environmental Protection, Multiple Fire Training Academy Locations.

Mr. Gurr is the technical lead for PFAS characterization studies at multiple municipal fire training areas in the state of Florida. He leads teams to develop and execute sampling and analysis workplans. Of particular importance has been the PFAS migration through the stormwater pathway and characterizing the exfiltration systems and direct-to-groundwater stormwater systems that have transferred PFAS into the groundwater.

Length of Employment at Firm

14 years

Education

MS – Environmental Engineering and Science, Stanford University, 2006

Engineer, Environmental Engineering and Science, Stanford University, 2006

BS – Chemistry, University of Virginia, 1998

Registration

Professional Engineer: New York, Texas

Brian Hall, PE, PMP

M/WBE Coordinator

Mr. Hall is a civil engineer and a project manager with 22 years of experience delivering a variety of water treatment, delivery, and resource projects around the world. He is also experienced in guiding permitting and stakeholder management activities, as well as managing subconsultants, monitoring budgets and schedules, and performing quality reviews. Mr. Hall is a seasoned team leader and a certified Project Management Professional who can integrate and scale best management activities based on each project’s scope, schedule, budget, risk, and opportunities. As a quality control and technical reviewer, Mr. Hall will objectively and critically review documents—with a specific focus on overall project value engineering—prior to submittal dates and client review phases for quality, consistency, and reliability.

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Length of Employment at Firm

5 years

Education

BS – Civil Engineering,
Minor in Business,
Gonzaga University,
2000

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PE: Colorado #39764

Certifications

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Areas of Focus:

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- Certified PMP who integrates and scales best management practices to each project’s scope,

Proposal Narrative **Key Personnel and Ability to Respond**



Craig Sovka

GEOLOGIST



Since 1992, Craig has worked in the environmental field conducting hydrogeological investigations; Phase I and II Environmental Site Assessments; site characterization and monitoring; surface and subsurface soil and water investigations; remediation system design, installation, and operation; and preparation of environmental impact statements and environmental assessments.

KEY STRENGTHS

- Project Management
- Hydrogeological Investigations
- Environmental Site Assessments
- Site Characterization/Remediation

EDUCATION

1992 | B.A. Geology | Princeton University

CERTIFICATIONS

OSHA 1910.120(e) 40-hour Hazardous Waste Operations and Emergency Response, with Annual 8-Hour Refreshers

Years with ERO: 23 Years' Experience: 30

Power Engineering Company | Denver, CO

Project manager for soil and ground water investigations to delineate the source and extent of contamination at a chrome plating facility. Assisted in the design, construction, and operation of an innovative treatment system to remediate hexavalent chromium-contaminated soil and groundwater.

New Mexico Interstate Stream Commission | Pecos River Basin, NM

Project manager for Environmental Site Assessments at 75 farm and ranch properties in the Pecos River Basin. The New Mexico Interstate Stream Commission planned to acquire up to 18,000 acres of land and water rights in the river basin and required an evaluation of environmental conditions prior to purchasing each property.

Dover Industries | Boulder, CO

Groundwater investigations and operation of a containment and treatment system for chlorinated hydrocarbon-contaminated groundwater at a manufacturing facility.

Vista Ridge Development | Erie, CO

Project manager for all environmental issues associated with the development of a new 900-acre golf course community in Erie, Colorado. Services included Phase I environmental site assessments on numerous parcels, remediation of oil and gas well production waste, and preparation and implementation of a Voluntary Cleanup Plan of a 50-year old rifle and skeet shooting range.

St. Joseph Hospital | Denver, CO

Project manager for underground storage tank investigations of numerous diesel fuel tanks for the hospital's emergency power generators, including site characterization, oversight of tank removal, and preparation and implementation of a Corrective Action Plan. Prepared No Further Action Request forms and received closure of all tanks from the regulatory agency.

Dry Cleaner Investigations and Remediation | Various towns in CO

Project manager for soil and groundwater investigations to delineate the source and extent of dry cleaner solvent contamination at several former and active dry cleaner facilities. Designed and implemented in-situ treatment strategies to remediate contaminated soil and ground water.



Jack Denman, P.G.
ENVIRONMENTAL SCIENTIST | PRINCIPAL



Since 1998, Jack has conducted geologic and environmental investigations, including Phase I and II Environmental Site Assessments (ESA); site characterization and monitoring; surface and subsurface soil and ground water investigations; contamination excavation; and remediation system design, installation, and operation. Jack also provides solid and hazardous waste management consultation.

KEY STRENGTHS

- Project Management
- Environmental Site Assessments
- Site Characterization/Remediation
- NEPA Compliance

EDUCATION

1996 | B.A. Environmental Geology, magna cum laude | Colorado College

CERTIFICATIONS

Professional Geologist: WY #PG-3541, ID #PG 1113

OSHA 1910.120(e) 40-hour Hazardous Waste Operations and Emergency Response, with Annual 8-Hour Refreshers.

Years with ERO: 23 | Years' Experience: 24

City of Thornton | Thornton, Colorado

Contract Manager — Senior scientist for General Environmental Services contract with Thornton. Projects have included Phase I and Phase II ESAs, petroleum storage tank closures, oversight of third-party assessments and cleanups, emergency response to petroleum spills, facility decommissioning, and coordinating asbestos abatement.

Central Park Denver Redevelopment | Denver, Colorado

Project Manager — Project and field manager for multiple due diligence investigations across the former Denver Stapleton International Airport facility. Activities have included extensive historical documentation review and subsurface soil, ground water, and soil vapor testing and evaluation.

Mission Ballroom/Midtown Redevelopment | Denver, Colorado

Project Manager — Project manager and senior scientist for Phase I, Phase II, and Voluntary Cleanup of former light industrial warehouse redevelopment. Services included site evaluation, facility decommissioning, asbestos abatement coordination, demolition and excavation oversight, documentation and regulatory interaction.

Dry Cleaning Facilities | Metropolitan Denver, Colorado

Project Manager — Project manager for multiple sites within the Denver metropolitan area with contaminated soil and ground water associated with current or former dry cleaning operations. Activities include soil and ground water sampling; monitoring well installation; remedial action design and implementation; and client and regulatory interaction.

Methane Evaluation | City and County of Broomfield, Colorado

Project Manager — Project manager for City-wide evaluation for leaking plugged and abandoned oil and gas wells to investigate potential for soil gas methane leaking from wells. Tasks included property access, standard operating procedure development, vapor point installation and monitoring, isotopic analysis interpretation, and public presentation of results.

Environmental Site Assessments | National Park Service, Various Locales

Project Manager — Conducted multiple Phase I ESAs and Phase II Site Assessments for National Park Service (NPS) sites in Utah, Colorado, and Wyoming.

Seth M. Nehrke, PE, D.WRE

Stormwater/Surface Water/Sediment Characterization

Mr. Nehrke is a water resources engineer and project manager with 22 years of experience delivering a wide array of stormwater resiliency planning and design projects. He currently serves as CDM Smith’s Stormwater and Flood Control Discipline leader. He graduated from Colorado State University and specializes in stream restoration, stormwater management planning, modeling, design, construction, and operations.

Project Engineer and Modeling Lead, Dallas Fort Worth International Airport (DFWIA) Stormwater Drainage Master Plan, TX. The DFWIA retained CDM Smith to develop their inaugural Stormwater Drainage Master Plan (SDMP). Mr. Nehrke is leading the development of hydrologic and hydraulic models that will act as the basis for the SDMP. The models will be used to identify existing problem areas and to develop improvement alternatives. Additionally, Mr. Nehrke is assisting with the development of a Stormwater Maintenance Management Program, a Green Stormwater Infrastructure Guidebook, and developer guidance. This SDMP will help identify and alleviate flooding issues throughout the 30 square miles of DFWIA property now, and into the future.

Project Engineer & Modeler, ABIA Stormwater Master Plan Update & Drainage & Environmental Support Services, City of Austin – Austin Bergstrom International Airport, TX. Mr. Nehrke was a project engineer who assisted with conducting SWMM stormwater modeling for the AUS Stormwater Drainage Master Plan (SWMP) update. Tasks included model development, review, and revision, validation, and alternative evaluations including airport-wide conveyance and detention options and three detailed preliminary localized site investigations.

Project Engineer, Stormwater Modeling, Dallas Love Field Airport (DAL), Dallas, TX. Mr. Nehrke conducted SWMM stormwater modeling for the Stormwater Drainage Master Plan (SDMP) for Love Field. Tasks included building the model from GIS, survey and plans, model validation, and alternative evaluations including airport-wide conveyance and detention options. He wrote multiple sections of the SDMP report and reviewed the entire plan. A 2-D version of SWMM was built and used to aid in the preparation of the 1-D model that was delivered to the client.

Length of Employment at Firm

20 years

Education

MS – Civil Engineering, Colorado State University, 2002

BS – Civil Engineering, Colorado State University, 2001

BA – Environmental Studies (Ecosystems), State University of NY at Binghamton, 1996

Registration

PE: Colorado #0052297, Florida, Georgia, Louisiana, Montana, Texas

Certifications

Board Certified Water Resources Engineer, American Academy of Water Resources Engineers, 2012

Georgia Soil & Water Conservation Commission Level II Certified Design Professional, 2011

FDEP Qualified Stormwater Management Inspector, 2004

Heather Lanza

Contaminant Risk / Fate & Transport; Community Outreach

Ms. Lanza is an experienced toxicologist supporting environmental risk assessment development. Her comprehensive understanding of emerging issues and chemical exposure health effects complements her extensive experience working on sites impacted by PFAS and other contaminants. She has worked within United States, Australian, and European regulatory requirements applicable to contaminated site investigations and has extensive field experience from her work on emergency response projects. Her expertise includes human health and risk assessment reporting and litigation support, including literature review, data assemblage, and developing toxicological opinion documents.

PFAS Subject Matter Expert, Various Locations. Assisted in technical reviews, litigation support, and knowledge sharing related to PFAS fate and transport and risk assessment for a variety of clients.

PFAS Risk Communication, Various Locations. Assisted in the development of community outreach materials, including fact sheets, to address community concerns associated with PFAS impact. In addition, Ms. Lanza provided technical review for communications materials associated with the 5th Unregulated Contaminant Monitoring Rule (UCMR5) to support utilities nationwide as monitoring for PFAS began in 2023.

Environmental Scientist, SERDP/ESTCP, Various Locations. Assisting CDM Smith in numerous SERDP/ESTCP projects, most of which are focused on PFAS fate and transport and/or remediation topics. These projects are ongoing.

Environmental Scientist, Water Research Foundation (WRF), Various Locations. Assisting on numerous WRF projects, including WRF 5031, 5124, and 5212. WRF 5031 significantly expands the body of science related to PFAS occurrence at water treatment facilities. Ms. Lanza contributed to the final reporting and liaising with the nearly 40 utility partners. She served as a technical reviewer on WRF 5124, which generated two risk communication toolkits within the One Water and UCMR5 frameworks. Ms. Lanza is a key technical contributor to WRF 5212 which is assessing the feasibility of using aeration as a means to remove PFAS during the wastewater treatment process.

Environmental Toxicologist, Confidential Client. Ms. Lanza is supporting the development of PFAS Environmental Sampling Guidance for a large federal client to advise their approach to the assessment and management of PFAS.

Length of Employment at Firm

3 years

Education

MS – Environmental Toxicology, Texas Tech University, 2015

BS – Environmental Chemistry, Pacific University, 2013

Certifications

OSHA 40-Hour Hazardous Waste Worker

DOT/RCRA Certified

Incident Command System IS-100/200/700/800

Shoreline Cleanup Assessment Team (SCAT)

Cheryl Ann Sayler, CHMM
Regulatory Specialist

Ms. Sayler has over 38 years of experience as a chemical/environmental scientist with progressive government and private industry experience. She is an experienced technical leader accomplished in auditing, permitting, evaluating, developing, and implementing programs to ensure that RCRA and/or CERCLA and State regulations are met. She is a hazardous and radioactive waste expert skilled in the management of storage and disposal facilities. Ms. Sayler is an expert in waste characterization, profiling, universal waste management, and land disposal restriction requirements. As a Certified Hazardous Materials Manager (CHMM), she provides technical support for numerous RCRA, CERCLA, and environmental compliance projects at industrial and federal facilities. Ms. Sayler has performed assessments on a variety of operations and projects for federal and commercial facilities. She is following the regulatory developments pertaining to the emerging PFAS regulations for management of remediation wastes.

Environmental Scientist, Santa Susana Field Laboratory (SSFL), Department of Energy, Simi Valley, CA. Ms. Sayler has been tasked to provide support for the groundwater and soil cleanup efforts for the U.S. Department of Energy at the SSFL. This cleanup is in response to the State of California issued Administrative Order of Consent 2007. She is the RCRA subject matter expert (SME) and is responsible to ensure proper disposal of the investigative derived waste. In addition, Ms. Sayler has been assigned to update two consent order required documents: 1). The Corrective Measures Study CMS; and 2). The Soil Backfill and Method Reporting Limit Study Work Plan. The State of California Department of Toxic Substances Control (DTSC) has provided comments on the CMS and Ms. Sayler is addressing the comments and updating the document. The DTSC approved the Soil Backfill and Method Reporting Limit Study work plan and Ms. Sayler is the task lead for determining which backfill sites will be included in the soil backfill study in accordance with the work plan.

Environmental Consultant, UCOR, Oak Ridge, TN. Ms. Sayler is a senior environmental consultant for the United Cleanup Oak Ridge LLC (UCOR) contract in Oak Ridge, TN. Ms. Sayler is the SME consultant for hazardous waste management with UCOR. She provides technical support to junior and senior UCOR environmental compliance staff. Ms. Sayler provides regulatory interpretations and guidance documents related to ongoing remediation (CERCLA) and waste management projects. Ms. Sayler performed environmental compliance and environmental management system assessments on both RCRA and CERCLA waste management areas in accordance with state and federal regulations, the CERCLA ARARs for each site, and the International Standard Organization 14001, Environmental Management Systems. She was the backup environmental and compliance lead for both the Environmental Management Waste Management Facility and the Oak

Length of Employment at Firm

14 years

Education

BS – Chemical Engineering, South Dakota School of Mines and Technology

Certifications

Certified Hazardous Material Manager – Master Level

40-Hour HAZWOPER Training

8-Hour Supervisory HAZWOPER Training

Credentials

US Department of Defense - Common Access Card (CAC)

US Department of Energy - Homeland Security Presidential Directive 12 card (HSPD-12)

Dung (Zoom) Nguyen

Treatability Studies and R&D

Mr. Nguyen is an environmental engineer with over 15 years of experience specializing in applying innovative technologies for remediation including microbiology, hydrogeology, geochemistry, and amendment delivery. He has implemented bioremediation, chemical oxidation, chemical reduction, and thermal remediation, and monitored natural attenuation, and combinations thereof at over 150 government, private, and international sites undergoing remediation or characterization and technology evaluations. Mr. Nguyen also serves as the manager of CDM Smith’s Research and Testing Laboratory (RTL) located in Bellevue, WA. RTL performs design support bench-scale treatability studies and innovative research and development work in the fields of soil and groundwater remediation, drinking water, wastewater, and energy. Among the research topics of interest that have been interrogated at RTL are novel amendment delivery techniques using shear-thinning fluid; conversion of food waste into bioenergy; electrochemical treatment of greywater; removal of taste and odor and algal toxins in drinking water using ozone; treatment of emerging contaminants in drinking water using UV-AOP; naturally-occurring abiotic dechlorination of chlorinated solvents in clay; PFAS adsorption using GAC, resin, and novel sorbent; PFAS fate and transport in unsaturated and saturated zones; treatment of PFAS using conventional adsorption and membrane technologies; novel treatment of PFAS using UV, electrochemical oxidation, foam fractionation, and aerosolization; and decontamination of PFAS from AFFF suppression systems.

Selected grants/contracts as PI/Co-PI:

- ESTCP ER24-8094: Field Validation of Sampling Methodologies for PFAS. (PI)
- SERDP ER23-3599: Assessing Polyfluoroalkyl Substance Biotransformation in Soil at AFFF-Impacted Sites. 2023-now (PI).
- AFCEC BAA FA8903-22-C-0029: In Situ Treatment of PFAS-Impacted Stormwater Emanating from AFFF Source Areas. 2022-now (PI).
- ESTCP ER21-5124: Low-Cost, Passive in Situ Treatment of PFAS-Impacted Groundwater Using Foam Fractionation In an Air Sparge Trench. 2021-now (PI).
- ESTCP ER20-5370: Sustainable Firefighting System Cleanout and Rinsate Treatment Using PerfluorAd. 2020-now (PI).
- ESTCP ER21-5187: Characterizing PFAS in Groundwater: Assessment of Tools and Fluorine Balances. 2021-now (Co-PI).

Length of Employment at Firm

15 years

Education

MS – Environmental Engineering, Vanderbilt University, 2010

BS – Chemical Engineering, University of Southern California, 2008

EXHIBIT C Rates Sheet

Environmental Consulting Rates		
Category/Item	Unit	Rate
Labor*		
Lead Practitioner	Hour	\$ 330
Managing Engineer/Scientist	Hour	\$ 305
Principal Engineer/Scientist	Hour	\$ 280
Senior Engineer/Scientist	Hour	\$ 250
Project Engineer/Scientist	Hour	\$ 220
Staff III Engineer/Scientist	Hour	\$ 190
Staff II Engineer/Scientist	Hour	\$ 160
Staff I Engineer/Scientist	Hour	\$ 135
Field Technician	Hour	\$ 120
Senior Designer	Hour	\$ 165
Designer	Hour	\$ 135
Drafter	Hour	\$ 115
Clerical	Hour	\$ 125
Accounting/Administrative	Hour	\$ 110
Reimbursables**		
Rental Vehicle	Day	\$ 45
Mileage	Mile	\$ 0.65
Laboratory sampling equipment (charged at cost plus markup rate)	Day	10% Markup
Pass Through Rate - Subcontractor Costs and Management***		
Subcontracted Services	10%	N/A
Equipment Rental	10%	N/A
Footnotes		
<p>*Add or edit categories as necessary to match your firm's labor categories; identify proposed project manager.</p> <p>**Add items necessary to complete proposed scope of work. Items not identified during the proposal process may not be considered as "reimbursable" by the City.</p> <p>***City and County of Denver may request its consultants to provide competitive bids for subcontracted services, supplies, materials.</p>		
CDM Smith Notes		
<p>1. Staff billing rates provided are applicable to services provided through January 1, 2026 and subject to annual adjustments based on the Consumer Price Index as published by the US Bureau of Labor Statistics. CDM Smith will coordinate with the DIA Project Manager to obtain agreement on updates labor rates before any changes are implemented.</p>		
<p>2. Subconsultants shall be billed at cost with a 10% mark-up.</p>		
<p>3. Vehicle mileage shall be at current IRS audit rate at time-of-service performance.</p>		
<p>4. Costs associated with telecommunications, communications, computer software, or general office equipment charges are incorporated into the hourly rates and not billed separately.</p>		

Prime Consultant – List of Key Personnel	
Personnel Classification	Name of Individual
Lead Practitioner	Jensen, David J
Lead Practitioner	Macbeth, Dr. Tamzen W
Lead Practitioner	Roberts, Keegan
Lead Practitioner	Ross, Ian F
Managing Engineer/Scientist	Silver, Cannon F
Managing Engineer/Scientist	McDonough, Jeff
Principal Engineer/Scientist	Bamer, Jeffrey T
Principal Engineer/Scientist	Gamache, Matthew
Principal Engineer/Scientist	Greene, Jill
Principal Engineer/Scientist	Hall, Brian R
Principal Engineer/Scientist	Jathal, Jagrut
Principal Engineer/Scientist	Nehrke, Seth M
Principal Engineer/Scientist	Nguyen, Dung D
Principal Engineer/Scientist	Wagner, Richard A
Senior Engineer/Scientist	Bullard, Andrew K
Senior Engineer/Scientist	Cook, Thomas J
Senior Engineer/Scientist	Harclerode, Melissa A
Senior Engineer/Scientist	Heywood, Brian J
Senior Engineer/Scientist	Knight, David L
Senior Engineer/Scientist	Ortiz, Carlos A
Senior Engineer/Scientist	Smith, Neil L
Project Engineer/Scientist	Burgesser, Todd E
Project Engineer/Scientist	Gurr, Christopher
Project Engineer/Scientist	Parsons, Robbie
Project Engineer/Scientist	Passaro, Meredith L
Project Engineer/Scientist	Sayler, Cheryl Ann
Staff III Engineer/Scientist	Lanza, Heather A
Staff III Engineer/Scientist	Miller, Joseph C
Staff III Engineer/Scientist	Opem, Paul J
Staff III Engineer/Scientist	Stults, John F
Staff III Engineer/Scientist	Zakowski, Cherie A
Staff II Engineer/Scientist	Miller, Joseph C
Staff II Engineer/Scientist	Soper, Joshua J
Staff I Engineer/Scientist	Hanson, Rose T
Staff I Engineer/Scientist	Rau, Robert R

CDM Smith Notes

1. Inclusive of key personnel provided in proposal submission. Additional staff required that will be required to support specific task orders will be identified later when staffing need has been identified.
2. Personnel list provided does not include subcontractor personnel. This information will be provided as part of the scoping efforts for specific tasks orders.
3. Personnel classification categories are subject to change and will be confirmed before the execution of a specific task order. Any changes to personnel classification during the execution of a task order will be reviewed and agreed upon with the DIA Project Manager.

EXHIBIT D

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
Contractor shall maintain a minimum limit of \$5,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
7. Excess/Umbrella Liability
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability, Professional Liability, and Property, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

Exhibit E



Contract No. 202472362

Environmental Site Characterization

Denver International Airport

JUNE 17, 2024



M/WBE Equity, Diversity, and Inclusion Plan (M/WBE EDI Plan)

The City and County of Denver has specified a 12% M/WBE Participation goal of the total contract value +/- changes on this contract. CDM Smith is committed to meeting a 12% M/WBE Participation requirement of the total contract value +/- changes on this contract.



Exhibit E

PROPOSAL NARRATIVE

M/WBE Equity, Diversity, and Inclusion Plan (M/WBE EDI Plan)

Our EDI Philosophy

As a global company, CDM Smith values everyone’s voice, by creating a sense of inclusiveness, respecting the unique needs, viewpoints, and contributions of our employees, and providing continuous learning opportunities that develop and empower all of us to be our best together as “One CDM Smith”. We do this by:

- Embracing the diverse perspectives, beliefs, backgrounds, and strengths of our colleagues;
- Creating teams that reflect the areas we work and live, while promoting equitable results for our clients and communities;
- Providing opportunities to maximize diverse talents, skills, and abilities within our workforce; and
- Demonstrating accountability and commitment to advancing our EDI efforts in all facets of our business.

Our EDI Objectives

The objectives of our EDI program are to leverage and promote diversity, equity and inclusion through initiatives supporting our people, our business, and our clients and communities. Together these elements support an inclusive culture where our employees can thrive and as an organization, we can provide innovative and best-in-class solutions to our clients.



“If a proposal writer who had never even been on a plane her first day of work here can be Chief Marketing Officer and a member of the Executive team, anything can happen to anybody.”

– Julia Forgas, Executive Vice President, Chief Marketing Officer

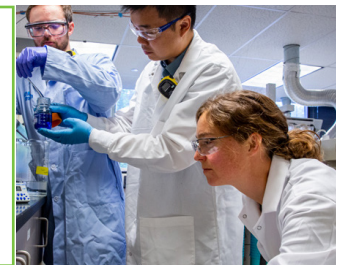
“Diversity, equity and inclusion are fundamental to who we are at CDM Smith. Our core values of Integrity, Shared Commitment, Initiative, Teamwork and, Excellence require us to seek out and embrace inclusion, promote equitable solutions for our clients and communities and create teams that reflect the areas we work and live. But it isn’t all talk. Our actions demonstrate our commitment by fostering an inclusive and inspiring culture that attracts the brightest in the industry to deliver the best for our clients.”

– Timothy B. Wall, Chairman and Chief Executive Officer

Through leadership commitment, we cultivate and support a global culture that attracts and retains a diverse and inclusive workforce which recognizes the beliefs, backgrounds, abilities, talents, and skills of our colleagues in the locations where we work and live.



We are an inclusive and respectful global community that values everyone’s voice, creates a sense of belonging, empowers us to be our best and brightest and makes it possible for amazing careers to unfold for all our colleagues in the firm.



M/WBE Coordinator / Key Personnel

M/WBE Coordinator

Brian has 22 years of experience delivering a variety of water treatment, delivery, and resource projects across the U.S. and the Front Range. He currently serves as the M/WBE coordinator for CDM Smith contracts with the City of Denver. In this role he is responsible for managing subconsultant activity and monitoring CDM Smith’s diverse business participation to meet or exceed the goals for the project.

Brian is experienced in reporting requirements, outreach and development efforts to improve subcontracting opportunities, and compliance in relation to fulfilling M/WBE EDI plan requirements. He will leverage this experience to maximize the opportunities available for our M/WBE subcontractors for this project. Brian will work in tandem with Primary Contract Manager, Hans Johannes, to identify opportunities for our subcontractor team members and how we can leverage their skill sets and subject matter expertise to provide the best value and most qualified personnel for DEN.

Key Personnel

Brian Hall | M/WBE Coordinator | HallBR@cdmsmith.com | 303-383-2425

Hans Johannes | Primary Contract Manager | JohannesHA@cdmsmith.com | 303-383-2367

Brian Hall and Hans Johannes will be the contact points for all the matters and duties related to the EDI Plan, including B2GNow, technical assistance, outreach/community engagement, coordination of work assignment, etc. As an additional level of support in the event Brian or Hans are not immediately available, Carlos Ortiz (email: OrtizCA@cdmsmith.com; phone: 903-571-3868) will serve in that role capacity as needed to satisfy the DSBO requirements.

M/WBE Utilization Strategies

For the DEN Environmental Site Characterization proposed contracts, meeting the M/WBE utilization participation goals will be critical, with a 12% participation goal. With PFAS constituents considered an emerging environmental issue, with emerging standard practices, regulations, and actual field work still not widely conducted, utilizing M/WBE firms with PFAS experience will be important. Most of the current PFAS work is driven by the DoD and other Federal agencies, therefore, local M/WBE firms with PFAS experience and the right qualifications will be scarce. Our M/WBE EDI Plan will describe how we intend to engage with M/WBE firms, provide the appropriate technical assistance, training, and support, and meet or exceed the M/WBE utilization participation goals.

Typical subcontracting opportunities for completing environmental site characterization services include environmental drilling services, specialized drilling and subsurface tooling services, exploratory excavation services, environmental analytical laboratory services, and investigation derived waste transportation and disposal services. Environmental analytical laboratory services require specialized laboratory certifications based on the analytical methods they can perform. Due to the complexity and emerging conditions related to PFAS contaminant species, currently there are no environmental analytical laboratory companies that have the required certifications and would also meet the M/WBE requirements. The table below shows our team’s M/WBE subcontractors, their anticipated work, timeframe, and contract value.

Firm	Anticipated Work	Estimated Value/ Timeframe*
Alpine Remediation	Environmental drilling and HRSC	\$850k to \$1.2M, June 2024-July 2029
Eagle Synergistic	Environmental drilling and HRSC	\$250k to \$500k, June 2024-July 2029
ERO	Oil and gas ECOMC	\$250k to \$400k, June 2024-July 2029

Exhibit E

Firm	Anticipated Work	Estimated Value/ Timeframe*
SurvWest	Surveying	\$150k to \$200k, June 2024-July 2029
105 West	Surveying	\$150k to \$200k, June 2024-July 2029

**Assumptions:*

- Estimated values are for the duration of the contract.
- Estimated values were developed based on current assumptions of a general scope of work in similar situations at other airport locations for estimation purposes. This information is not based on a specific scope of work defined by DEN or the Restoration Program Manager.
- We are committed to the contract minimum M/WBE participation requirements and these estimated values are subject to change based on site specific conditions and scope of work.
- We anticipate based on the specific function primarily designated for each M/WBE subcontractor, M/WBE participation will range between 13-20%.

Alpine Remediation is an environmental remediation services company (NAICS code 562910), listed in the City and County of Denver DSBO Directory, located in Golden, CO. They are a woman-owned business established in 2001 and provide environmental drilling and remediation activities.

As part of the site characterization scope of work that may be necessary at DEN, environmental drilling services will be an instrumental part of the team for the following:

- Site preparation activities, including core drilling, concrete coring, potholing, etc.
- Installation of soil borings for soil sample collection

- Installation of groundwater monitoring wells for groundwater sample collection
- Remediation subcontractor services, including excavations, application of remediation amendments (if needed), amendment subsurface injection services.

Typical environmental drilling services utilization during site characterization activities can vary from 30% to 45% of the proposed task work. Depending on the task order or work scope assignments, we expect to utilize Alpine as the primary drilling subcontractor for this contract.

Eagle Synergistic is an environmental HRSC company (NAICS codes 541360, 541380, and 562910), listed in the City and County of Denver DSBO Directory, located in Golden, CO. The inclusion of Eagle Synergistic as part of our team is primarily to serve and provide their HRSC and subsurface imaging services, including:

- MIP/HPT- Membrane Interface Probe with Electrical Conductivity & Hydraulic Profiling Tool
- OIP- Optical Image Profiler & Electrical Conductivity (comparable with LIF & UVOST technology)
- OIHPT- OIP with Hydraulic Profiling Tool
- LLMIP - Low Level MIP Detector
- OIP-G - For heavier compound detections
- DPT Water Sampling Technology
- Quantitative Soil Sampling Partners/DPT/CPT
- Portable Gas Chromatograph for groundwater, soil, and/or gas
- 3-D Modeling Services

Additionally, Eagle Synergistic has the capability to provide environmental drilling services.

Typical HRSC services utilization during site characterization activities can vary from 10% to 30% of the proposed task work. Depending on the task order or work scope assignments, we expect to utilize Eagle

Synergistic as the primary HRSC and subsurface imaging subcontractor for this contract. Eagle Synergistic will be an alternative environmental drilling services option, depending on schedules and task assignments from DEN.

ERO is a full-service environmental consulting firm company (NAICS codes 541370, 541620, 541690, 541720, and 562910), listed in the City and County of Denver DSBO Directory, located in Denver, CO.

ERO provides a full range of environmental services for the assessment, characterization, and remediation of hazardous and non-hazardous waste sites. They have developed several innovative characterization and remediation technologies to address site-specific conditions including passive venting, low energy injection, and micro-scale assessment techniques. ERO brings additional local, state, and federal understanding of cleanup regulations toward bolstering our team in supporting DEN through the local regulatory process. ERO has more than a decade of experience with the CDPHE Voluntary Cleanup Program (VCUP).

The inclusion of ERO as part of our team is primarily to serve in a supporting role, specifically to conduct Phase I and Phase II ESAs and assists with due diligence efforts, as needed, and their experience with the VCUP.

Typical consulting services utilization during site characterization activities can vary from 10% to 15% of the proposed task work. Depending on the task order or work scope assignments, we expect to utilize ERO as a subconsultant related to CDPHE and VCUP specific issues required for this contract.

SurvWest is a diversified engineering firm specializing in surveying and mapping, subsurface utility engineering, and underground utility line coordination (NAICS codes 541370 and 561990), listed in the City and County of Denver DSBO Directory, located in Denver, CO.

The inclusion of SurvWest as part of our team is primarily to serve and provide all aspects of surveying needs for the project, particularly subsurface utility engineering services to provide early identification of

potential hazards which could result in safety issues and project delays. These items are of particular importance performing work at DEN. Early identification of these potential issues will result in cost-control measures.

105 West is a civil engineering, land surveying and mapping services company (NAICS codes 541330 and 541370), listed in the City and County of Denver DSBO Directory, located in Denver, CO.

The inclusion of 105 West as part of our team is an alternate land surveying and mapping services company to provide all aspects of surveying needs for the project.

The CDM Smith team is committed to exceeding the M/WBE utilization participation goals. Should the need for additional support or different service needs become apparent during the execution of a project or the contract, our M/WBE coordinator and project manager will discuss with our current M/WBEs team and rely on the DSBO M/WBE Directory of current City-certified M/WBEs to add the needed capabilities and/or capacity. For M/WBE compliance purposes, CDM Smith will maintain records of all solicitation efforts in the case additional M/WBE subconsultants are needed.

CDM Smith is committed to robust outreach and meaningful participation with M/WBE firms. Our team currently includes M/WBE firms with proven experience in their fields of expertise. This expertise will enhance the value that our teams brings to DEN while also contributing towards the M/WBE equity goals.

When a specific assignment is received from DEN, CDM Smith will coordinate with subconsultant team members to establish the work they can provide for the assignment. We are committed to providing ample opportunities for inclusion of M/WBE firms as we recognize the benefit they bring to DEN through their subject matter expertise in their respective fields of work.

CDM Smith is committed to conducting ongoing outreach throughout the contract to identify new M/WBE partners as necessary. If additional

Exhibit E

assistance is required from a M/WBE firm that is not already part of our EDI plan, CDM Smith will reach out to firms certified under the M/WBE Directory that provide the best qualifications to DEN. The M/WBE firms currently on CDM Smith's team constitute our list of certified firms that were contacted regarding solicitations related to this project. Our outreach to identify and collaborate with new M/WBE firms is based on a multi-faceted approach, including using the M/WBE directory, word-of-mouth, professional organizations, outreach events, and CDM Smith-hosted events, as well as outreach events hosted by other municipalities and agencies.

Technical Assistance and Support

Services / Community Resources

CDM Smith has a rich and devoted history of supporting M/WBE firms through successful and meaningful participation on our projects across the U.S. and in Colorado. Our mentorship of M/WBEs builds upon that success. These businesses face unique challenges and our support through mentoring connects M/WBEs with our experts, tools, and real-world experience to build, sustain, and grow their business. At the same time, our M/WBE team members bring a unique set of skills and technical knowledge that complements well CDM Smith's practices. We look forward to supporting, fostering, and opening the door for more M/WBEs to do work with DEN.

To strengthen business relationships and support M/WBE business development, CDM Smith currently mentors M/WBE businesses via a prime/subconsultant project contract model. Development and adoption of a company-wide M/WBE policy and program is key to our growth and community leadership.

The following components describe the supportive services and activities anticipated CDM Smith will provide to strengthen business relationships and provide business development, mentorship opportunities, and capacity building for our M/WBE firms in this DEN team:

- Mentor M/WBEs to be proposal-ready, bid, win, and grow their business.
- Recruit M/WBEs to team with CDM Smith as a subconsultant or in a prime role.
- Continually team based on a relationship of trust and mutual business benefit.
- Provide M/WBE one-on-one coaching from our client service leaders and project managers through meetings with M/WBEs to review their qualifications and coach them in the preparation of procurement documents and offer potential project leads that fit their services, qualifications, and business model.
- Mentor M/WBEs to be proposal-ready, bid, win, and grow their business.
- Recruit M/WBEs to team with CDM Smith as a subconsultant or in a prime role.
- Continually team based on a relationship of trust and mutual business benefit.
- Provide M/WBE one-on-one coaching from our client service leaders and project managers through meetings with M/WBEs to review their qualifications and coach them in the preparation of procurement documents and offer potential project leads that fit their services, qualifications, and business model; coaching and mentoring for our M/WBE occurs at every project RFP opportunity or at least once a year. CDM Smith is in constant communication with our M/WBE firms (at a minimum twice a year) to share project pursuit leads and refine qualifications and procurement documents.

Skills Transfer and Exchange Program (STEP)

CDM Smith intends to offer our STEP program to our M/WBE subcontractors for the DEN team, which is a unique initiative that promotes the development of a special business relationship between CDM Smith and M/WBE firms. The goal of this interactive program is to assist

participating firms in reaching the next level while simultaneously fostering strong and productive relationships on joint projects.

This program allows CDM Smith to share business and technical skills with M/WBE firms to strengthen their business skills and capacity, bringing a “value-added” component to that firm in which the services are provided. Of particular importance in the STEP program initiative is the sharing of management tools. In an established firm such as CDM Smith, management tools to track project budgets, cash management, manpower assignments, etc., have been fully refined. Sharing the information with M/WBE firms is an invaluable mechanism in allowing them to improve business skills and increase profitability and product quality.

CDM Smith developed STEP to promote a desire among the purchasers of environmental engineering services, particularly public sector clients, for an increased quantity of participation by M/WBEs; to help M/WBE consultants develop the full range of business, technical, and management skills that are typically utilized by national/international engineering firms like CDM Smith; and an inherent desire by CDM Smith to share business and technical skills with M/WBEs to strengthen their business skills and capacity.

Companies with a diverse and inclusive global workforce experience improved hiring results, higher retention rates, enhanced decision making, faster problem solving, higher innovation and increased creativity in their market. CDM Smith has consistently provided assistance and guidance to the next generation of M/WBE businesses through technical, financial, and various support services. We are actively engaged in community resource organizations to provide assistance and guidance to small businesses. Examples of CDM Smith’s participation in these initiatives include the examples below.

- Aligning with the city of Atlanta’s established Minority/Female Business goals to ensure that minorities and women are well represented in leadership roles on their projects. CDM Smith entered into a Joint Venture agreement with a local firm certified as a Minority Business Enterprise/Female Business Enterprise and Georgia

Department of Transportation Disadvantaged Business Enterprise (DBE) to achieve these goals.

- Signing the MobilityXX pledge, a partnership of the Intelligent Transportation Society of America, The Ray and Women in Transportation Seminar International to do our part to increase the number of women from all backgrounds in the transportation workforce by 10% over the next ten years.
- Participating in the City of Durham’s Council meetings to discuss our DE&I efforts and established relationships with universities and colleges in the area.
- Creating a specific Environmental Justice outreach plan for a project with the Illinois Department of Transportation that focused on the needs of disadvantaged communities and providing a platform for their voices to be heard. We executed various engagement opportunities such as neighborhood walk-throughs, on-site office hours, information booths at community meetings and participation in food drives. These opportunities aided in building trust in the community.

Procurement Process

We anticipate establishing a concurrent subcontractor agreement with each M/WBE for the duration of the Site Characterization program contract with DEN. In the unforeseen circumstance that any of the selected M/WBE firms become uncertified during this project or cannot perform the scope of work for any reason, CDM Smith will provide a written statement to the firm, stating the reasons why they are not able to fulfill their predetermined role in this contract, and take remedial steps in accordance with the procedures described in Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.). Regarding Prompt Pay, termination/reduction/substitution, or any other matters within DSBO’s oversight as per the D.R.M.C., CDM Smith will adhere to the terms and conditions described in the Agreement for On-Call Professional Services (once executed), Part VII, Standard City Provisions, Section 7.02 “Small Business Enterprise,” including those items described in Article III of Chapter 28 of the D.R.M.C.

Exhibit E

In the event of any dispute between the parties arising out of or in connection with the contract, services, or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally, with negotiations taking place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice within ten (10) days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of complete jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

The subcontractor agreement between CDM Smith and the M/WBE firm will include and clearly define the steps including scope of work assignment, payment terms, period of service, termination, reduction/substitution, performance expectations, insurance requirements, ethics, health and safety, and dispute resolution. A copy of the subcontractor agreement can be made available to the DSBO if necessary. In general, as described below, CDM Smith selection of teaming partners, including the M/WBE firms is based on a strong working history. For this reason, we anticipate any issues that may arise with our M/WBE subcontractors will be proactively handled and resolved in a timely manner before needing to escalate things to the DSBO. CDM Smith will notify DSBO of incidents, including dispute resolutions during the required DSBO scheduled meetings.

As previously stated, Brian Hall will be the contact point in charge of the B2GNow reporting, payment obligations, and discrepancies. CDM Smith will comply with the DEN Contract and subcontractor payment requirements as stated in the executed contract. Through the life of the contract, the M/WBE coordinator will promote ongoing project staff awareness of the M/WBE utilization program, and will advise the principal-in-charge, category leads, and task manager(s) of compliance with goals and any

required changes in procurement procedures. Our approach to assigning M/WBE subconsultants for project roles is based on fulfilling a functional need, rather than a target percentage, which has enabled us to offer value-added team members to DEN, while meeting or exceeding specific M/WBE participation goals. In choosing our team's M/WBE partners, it was important to identify firms and individuals with a proven track record of performance for their clients and/or CDM Smith, and who will contribute in a substantial and meaningful manner to the success of any task order or project assigned by DEN. Our firm has established strong working relationships with M/WBEs throughout the County and City of Denver. For this contract, we contacted firms with whom we have partnered previously on other projects and with whom we have established strong working relationships and a history of successful collaboration.

Business Partner Due Diligence is a corporate best practice employed during every subconsultant/subcontractor solicitation. CDM Smith is committed to doing business with integrity, including compliance with anti-corruption laws worldwide. In order to fulfill that commitment, CDM Smith has adopted policies and requirements that apply not only to our employees but also our agents, advisers, consultants, representatives, distributors, contractors, and subcontractors, joint venture partners, and any other business partners. We conduct appropriate due diligence before engaging any subconsultant firm and confirm that, once engaged, our subconsultants adhere to the same ethical and legal standards whenever they are performing work for CDM Smith on our projects.

CDM Smith does not anticipate having additional meetings with DSBO aside of the mandatory yearly one. In the event that a situation arises that merits DSBO intervention, CDM Smith will contact the DSBO to schedule a meeting.

Our DEN teaming partners are a fully integrated extension of our team, and we will work as one cohesive entity to efficiently deliver any assignment for DEN. Our team includes knowledgeable, practical, and qualified firms with whom we have worked on past projects—a teaming history that is a critical element of a highly collaborative and responsive team, and that will provide invaluable teaming synergies and project

efficiencies for DEN. We have an established working relationship with all of our teaming partners with whom we have partnered on numerous projects throughout Colorado. Our connection with these firms is well established and strong, and our record of project collaboration, effective communication, and teaming success attests to our mutual respect and desire to deliver successful projects for DEN.

Because our M/WBE DEN team partners have specific project roles based on fulfilling a functional need within the anticipated scope of work, work assignments are clearly defined. As previously described, once a task order or project scope of work is issued, workflow assignments will be clearly defined by the M/WBE Coordinator and Project Manager and solicited accordingly from our M/WBE partners.

CDM Smith selects the most cost-effective subcontractor for each task assignment that can meet the project schedule. Each subcontractor will have a subcontract agreement to govern its work performance under this contract. Work will be authorized based on the technical requirements of the task assignments and in accordance with the terms and conditions of the subcontract agreement.

Subcontractors are hired to provide local specialized expertise at a cost-effective rate. CDM Smith's project manager and M/WBE coordinator assigned to each task will be responsible for managing subcontractors in accordance with the terms and conditions of the M/WBE contract. To effectively manage subcontractors, the PM will establish clear lines of communication and monitor their work progress. Subcontractors must follow the established procedures in the CDM Smith quality management process and maintain documentation of all reviews and coordination activities. They must also adhere to the same level of review and documentation standards expected of our internal staff.

CDM Smith will actively monitor the project's overall schedule, scope, and budget throughout the entire project to identify areas that arise where M/WBE firms can be utilized. Communication and Vendor Management

Quality assurance and management are integral to CDM Smith's culture and project approach. Our project manager and M/WBE coordinator

will work with each M/WBE subconsultant, as well as DEN's project manager, to implement our Quality Management Program (QMP) and process—based on ISO9001 standards—throughout each project. Key elements include:

- Project QMP session, including a statement of the mission of the project with goals; the identification of processes, tasks, and activities needed to reach the goals, and team member roles; and the discussion of risks, potential impacts, and their management.
- Establishment of a project workplan providing the basis for quality reviews and checks throughout delivery, including the application of appropriate DEN and CDM Smith standards.
- Project briefings to assess progress, address needs and concerns, and quickly resolve issues.
- Milestone and agency reviews.
- Technical reviews to incorporate value and innovation throughout the completion of the work.
- Quality reviews and ongoing checks throughout the entirety of the project.

Subcontractors must comply with the same requirements as CDM Smith, including QA/QC, health and safety, cost and schedule control, financial responsibility, and ethical standards. They must disclose conflicts of interest and undergo quality checks, inspections, tests, and audits to verify their performance meets project quality requirements. The above referenced activities and measures are dependent on each specific work/task order resulting from the DEN Contract award and specific to the technical services requirements of the task order. These activities and services will be governed by the aforementioned Subcontractor Services Agreement established between CDM Smith and the M/WBE subcontractor, which will define the process related to the performance expectations described herein.

Communication with Vendor Management

Over the years, CDM Smith and our M/WBE subconsultant partners have successfully demonstrated that we are each highly collaborative, practical problem solvers, with mutual respect and a desire to deliver successful projects for our clients. We will leverage our experience working together and record of successful collaboration to provide effective lines of communication and a proactive approach to any disputes that may arise.

CDM Smith offers the following tools to facilitate efficient team communication and share information/documents:

- **Project Wise:** A program used by both CDM Smith and our subconsultants for project team collaboration on documents, drawings, specifications, etc., which includes document check-out and other controls to minimize risk.
- **SharePoint:** A project-dedicated, cloud-based system for sharing documents for wider distribution via. Using our video conferencing systems with our design offices, plus periodic site visits, assures that design engineering can be addressed in real-time.

As part of our Project Management Plan, the Communications Plan provides clearly defined communication protocols, preferred communication modes, decision-making processes, reporting mechanisms, and the schedule for meetings and workshops. Once CDM Smith receives a task order assignment, we will have a better idea on a schedule for the meetings and workshops. We anticipate holding meetings with our M/WBE subconsultant partners as frequently as weekly and monthly during active tasks assignments, and at a minimum once every six months during times of no active task assignments. The plan increases communication efficiencies across all team members, including M/WBE subconsultants, and identifies opportunities where the CDM Smith team can make informed decisions and drive on-time completion.

Our history of successful integration of and coordination with M/WBEs is due in part to effective communication. In subconsultant documents, we clearly detail the scope and schedule for performance,

including concurrent activities to be performed by us or other M/WBE subconsultants. We also include a requirement for providing notification to CDM Smith of subconsultant-identified changes within 24 hours and prior to the subconsultant(s) proceeding with performance of any changed work. We also clearly define the roles and responsibilities of the project manager and each team member in the technical direction of the subconsultant's work. This detail and transparency in direction helps provide clarity and avoid potential disputes.

Effective communication is key to avoiding and resolving disputes, and that begins with a proven and refined project management approach. CDM Smith has refined its project management approach over the past 76 years into a concise set of guidelines and procedures to help guide our local staff through the planning, development, and execution phases of our projects. Our mission is to apply the best resources available to deliver cost-effective solutions and the highest quality of services. Our approach is focused on the following principles:

- **Clearly define and communicate the project objectives to every team member, including our M/WBE teaming partners, and explain each team member's role in achieving the objectives to build 'buy-in' from all team members.**
- **Establish regular, timely, and accurate communication with all project team members to keep everyone on the same page and maximize the team's expertise in a constructive and collaborative way to achieve consensus in solving challenges.**
- **Build on CDM Smith's core values of integrity, excellence, shared commitment, teamwork, and initiative to deliver reliable high-quality work products that meet all objectives.**
- **Mobilize our team of engineers and experts to respond to DEN needs, as required, upon assignment of tasks. Our client service leaders and project managers in coordination with the M/WBE Coordinator have the authority to allocate resources as necessary to meet project requirements and goals, and our project managers are experts at mobilizing teams on varied assignment types.**

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Coordination in the project’s planning phase results in accurate scoping and budgeting of work tasks, and provides an understanding and agreement on the assignment’s goals. Team participation in planning and processing work tasks is critical to completing work on time and within budget. Continuous coordination and collaboration between CDM Smith and DEN to review the goals and monitor progress on the scope through the execution phase of the project is also critical. We routinely use this approach on our on-call contracts to successfully deliver projects.

Critical for avoiding and resolving disputes is having established cost control, management tools, and project scheduling systems in place. CDM Smith uses an effective project cost control system with uniform, consistent, and integrated systems to provide a routine method of producing and controlling project cost information. Our team currently uses Oracle Timekeeping and Primavera P6 project as planning and tracking tools, in conjunction with the EcoSys program that compiles the

information. This gives our project managers real-time information on actual costs incurred, allowing them to forecast future effort effectively.

CDM Smith uses a suite of tools, including Oracle Primavera P6 (P6) and EcoSys Enterprise, Planning & Control (EPC), with configurations designed to implement best practices in project planning and earned value management. With these tools, we can monitor and visualize project performance versus plan. Our EPC tool provides a robust earned value management system that tracks key performance indicators and complies with ANSI 748. By integrating cost data with project and schedule information (activities, work breakdown structure elements, resource and expense assignments, and percent complete), we automatically generate reports featuring earned value, expenditures, actuals, commitments, budgets, and resource plans. Our tools suite allows our team to strategically align resources with project goals, priorities, and demand, while tracking the availability of resources.

Our project managers will use our state-of-the-art project management systems designed to keep your projects on schedule and within budget, while making sure that key project staff are available when needed. Milestone dates, established at the project kickoff meeting, will be used as part of the project management plan. This early setting of hard dates minimizes the chance of schedule creep. Progress is then tracked throughout the project to confirm that the work is on schedule.

Past Performance

CDM Smith encourages meaningful participation in all trades and disciplines. Our firm’s inclusion program is designed to meet or exceed our client’s goals to provide maximum practicable opportunities for small and disadvantaged businesses as demonstrated by our performance metrics.

CDM Smith holds a significant number of contracts with Federal, State, City, and local municipality clients with M/WBE participation requirements. CDM Smith routinely works in subconsulting relationships with M/WBEs to complement our in-house capabilities. We are proud of our

CLIENT NAME AND PROJECT TITLE	LOCATION	CONTRACT DURATION	DESCRIPTION OF SERVICES	S/MWBE GOAL (%)	ACTUAL % ACHIEVED
City of Kansas City Target Green/ West Marlborough Sewer Separation Improvements	Kansas City, MO	5 years	Stormwater infrastructure improvements	25% (MBE+WBE goals)	26% (MBE+WBE goals)
City of Kansas City International Airport Stormwater Master Plan	Kansas City, MO	3 years	Update of the airport stormwater master plan	40.4% (MBE + WBE goals)	44.3% (MBE+WBE goals)
Metropolitan Sewer District of Greater Cincinnati Wet Weather Improvement Program	Cincinnati, OH	15 years (ongoing)	Phase I-III program management services	SBE = 13% WBE goals consistently achieved for an ongoing engagement since 2005	SBE = 23%
Allegheny County Sanitary Authority (ALCOSAN) CSO & SSO Control Capital Improvements	Pittsburgh, PA	28 years (ongoing)	Program management support under a series of continuing services contracts	DBE goals have ranged from 10-25%, our cumulative actual is 26%	
City of Kansas City Turkey Creek Pump Station Evaluation & Improvements	Kansas City, MO	5 years	Facility evaluation, system design, and system improvements	MBE = 15.0% WBE = 10%	MBE = 15.3% WBE = 10.4%

[Sample of CDM Smith’s recent M/WBE project metrics.](#)

successful collaboration with M/WBE partners throughout Denver and Colorado. We recognize and appreciate the value in developing strategic and long-term partnerships with local M/WBE firms and we see our sharing of business and technical knowledge as a mechanism to return value to the communities in which they reside. Our team has successfully participated in similar M/WBE programs for clients throughout Colorado. We have an exceptional record of achieving and exceeding M/WBE participation goals for clients with similar compliance programs as DEN.

CDM Smith has formed joint venture partnerships with different consulting firms that range in size and services. These formal arrangements are often made for complex, large-scale projects, and most often include many subconsultants. CDM Smith regularly taps into these teaming arrangements for additional pursuits and projects, which helps build and extend our network and relationships.

Across our organization, CDM Smith sponsors miscellaneous small business training opportunities. We will continue engaging organizations in the Denver metro area to increase our connections with M/WBE firms, including the Colorado Black Chamber of Commerce, the Colorado Women’s Chamber of Commerce, and the Denver Hispanic Chamber of Commerce. Our employees have a strong commitment to helping communities—our own and those in need around the world. We are active, caring citizens who contribute thousands of hours annually to civic and charitable causes.

When our firm was founded in 1947, it was done so with the mission of making a difference in the communities that we serve by improving the quality of drinking water and protecting the environment through innovative water and wastewater services. That mission has continued throughout the past 76 years as we have expanded our presence throughout the country and around the world and added to our service offerings. Our commitment to the communities where we live and work has strengthened over the years and includes not only the projects we perform, but also how we deliver them. We seek to improve the environment and quality of life, but also the local economy by involving local DBEs on

our project teams when possible—including small business enterprises (SBEs), and M/WBEs—in meaningful roles. Support for these businesses is a value that DEN and CDM Smith share, and CDM Smith proactively sought to include M/WBE firms on our team in roles that strengthen our team and add value to DEN. Examples of our internal and external promotion of EDI are below.

Internal promotion of EDI

- CDM Smith established a Reboot Re-Entry Program in partnership with the Society of Women Engineers and iRelaunch. The program offers an opportunity for individuals who have taken a break in their science, technology, engineering and mathematics (STEM) career to re-enter the workforce.
- In 2022, we launched the Reboot for U.S. Veterans for Veterans who are re-entering the civilian workforce.
- CDM Smith offers EDI related learning courses, live trainings and reading materials to all employees through our accredited, internal university, CDM Smith University. In 2022, we added learning pathways and resources to support mental health awareness, LGBTQ+, diversity, inclusion & belonging and disability employment awareness.
- Recently launching an Architect, Engineering & Construction (AE&C) EDI Community of Practice. This forum has been established to discuss and share EDI topics, best practices, lessons learned and how we can advance EDI within the AE&C industry.
- Developing a EDI Glossary of Terms to provide employees with the opportunity to learn and clarify common accepted globally used terms and support our goal of an inclusive work environment.



External promotion of EDI

- Providing \$60,000 in scholarships in 2022 to undergraduate college students pursuing an eligible STEM-focused degree. Scholarship

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categories included merit-based scholarships, as well as diversity awards targeted to women, marginalized communities and individuals facing hardships that might impact their education.

- Encouraging M/WBE inclusion from previous employees. V.K. Gupta, founder of Gupta and Associates, Inc., worked in CDM Smith’s Dallas, TX, office. He left the firm to start his own M/WBE firm and we have since partnered with V.K. on hundreds of projects throughout the Dallas-Fort Worth Metroplex.

Proposer’s Culture

Diversity and inclusion are top priorities and differentiators for all generations in our global workforce, leading to a higher level of employee engagement, inclusiveness, and a sense of belonging. EDI is promoted throughout CDM Smith and is rooted in our company through numerous programs. Examples of these programs and initiatives are below.

- Tracking supplier diversity efforts and opportunities to grow our partnerships to meet our clients’ needs.
- Developing and implementing our multi-year EDI strategic plan and associated programs.
- Creating a global holiday calendar to recognize diverse celebrations and provide historical education. When appropriate, the contents of the calendar are translated to the local languages.
- Celebrating key diversity months with activities, resources, and education. Below are a few examples of the activities:
 - In January, we honor Dr. Martin Luther King, Jr. by sharing his history and encouraging employees to celebrate his legacy by volunteering in their communities throughout the month.
 - In March, we celebrate International Women’s Day through a global campaign that recognizes how CDM Smith inspires inclusion by honoring the women who do brilliant work every day in a variety of disciplines.



- In May, in support of Mental Health Awareness, we develop a global campaign that highlights the education and resources that are available to all employees.
- During Pride Month in June, we celebrate “Pride is You” in support of the LGBTQ+ community. Employees share stories and celebrate everything that makes us unique.



Future Initiatives

CDM Smith and our M/WBE teaming partners can implement the following strategies for incorporating new and existing M/WBEs into the task order work, when needed and as appropriate. We can perform additional outreach efforts as needed to incorporate new M/WBE firms to the on-call contract, such as:

Focused M/WBE outreach, by CDM Smith and our teaming partners anticipate participating in project-specific and/or regional subcontracting forums to increase awareness of upcoming opportunities for M/WBE subconsultants. Other opportunities include implementing a dedicated work session, where we helped an M/WBE-eligible firm apply for certification by the City and County of Denver. These work sessions can be one-on-one with a subconsultant, depending on the need. Our vision is that these work sessions would occur at or as a follow up to a M/WBE specific forum where we expect that the greatest concentration of interested firms would be in attendance. In working with the City and County of Denver, we would coordinate a plan to best meet the interested parties (i.e. event booth, event announcement, or informal networking by CDM Smith staff with attendees). Work sessions would happen either at the event or we would gather contacts and follow up with these firms directly. Work sessions and/or outreach events will be held as needed once we receive task order assignments.

- Contacting M/WBE trade associations and business development organizations, such as the Colorado Black Chamber of Commerce, Colorado Women’s Chamber of Commerce, and Denver Hispanic Chamber of Commerce.

Exhibit E

- Attending small, minority, veteran and women’s business procurement conferences and trade fairs as an attendee and connecting with potential partners.
- If/when we identify M/WBE gaps on our current team, CDM Smith would utilize local newspaper and trade and similar publications for advertisements to encourage new sources.
- Digital advertising through email, M/WBE databases, websites for community- and professional-based organizations, social media, and related digital publications.

CDM Smith can tap into our depth of internal resources and purchasing personnel as needed to:

- Present at workshops, seminars and training programs.
- Establish, maintain, and use M/WBE DSBO source lists, guides and other data for soliciting subcontracts.
- Monitor activities to evaluate compliance with the project-specific subcontracting plan.
- We have a large staff of highly qualified and experienced human resources professionals, who can offer guidance and training to M/WBE firms that need to hire more employees to perform the work for this on-call contract. Our staff will work closely with local staffing agencies, employment offices, and job placement services to help these firms identify new employees.

CDM Smith will partner with other City and County of Denver departments, local programs, and committees to maximize meaningful participation, help build and expand skill sets, and identify additional competitive opportunities for M/WBE firms, such as:

- Denver Workforce Development Board
- Economic Relief and Recovery Council
- DEDO’s Business Equity Leadership Team (BELT)
- Construction Empowerment Initiative (CEI) programs

- Neighborhood Equity & Stabilization (NEST) initiative
- Colorado Workforce Development Council
- Denver Metro Small Business Development Center
- SCORE Denver

“At CDM Smith, we cultivate and promote a globally diverse and inclusive culture that encourages continuous development while maximizing each employee’s unique talents, skills, abilities and beliefs. We believe that this diversity of perspectives results in smarter and better results for our clients and creates an environment where everyone feels proud that they are making meaningful contributions together, as one CDM Smith community. The results of this philosophy are reflected in our global and workforce demographics which, together with our hiring and retention success, demonstrate that we hire for careers, not jobs.”



– Carlos S. Echalar, Chief Human Resources Officer

At CDM Smith, we also recognize that providing opportunity for the next generation of planners, architects and engineers is essential to long-term equity goals. CDM Smith proudly awarded scholarships in 2022 to eight college students pursuing STEM focused degrees in its continued efforts to advance STEM careers and inspire future professionals. This is double the number of awards the firm traditionally presents during its annual scholarship program, with the amount increasing from \$5,000 to \$7,500 in honor of its 75th anniversary. The scholarships align with CDM Smith’s industry leading college program which in the last five years has created 470 internship and co-op opportunities and hired 800 new college graduates.

To increase industry representation, scholarship categories include merit based as well as diversity awards targeted to women, historically marginalized communities and individuals facing hardships that might impact their education. CDM Smith's executive leadership team has emphasized the importance of promoting diversity in STEM education and aims to increase opportunities for all students interested in the field. This reflects the firm's commitment to build a more diverse workforce to deliver the best solutions to some of the world's biggest challenges.

College majors represented by this year's scholarship cohort include automation, chemical, civil, electrical, environmental and mechanical engineering as well as majors in innovation and entrepreneurship. The students are focused on tackling pertinent issues such as food insecurity, environmental preservation and infrastructure sustainability. By investing in their education, CDM Smith helps aspiring STEM professionals realize their dreams of creating a more resilient and sustainable planet, a mission of the firm since inception.

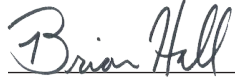


In addition to STEM, CDM Smith cultivates other EDI initiatives including, but limited to the following examples:

- Our mentoring program, Career Compass, provides resources for professional growth, offers unique training opportunities and allows for natural relationship development at all career stages.
- Leveraging forums for employees to network such as Women's Leadership, Working Parents, LIFT (Leading Innovation For Tomorrow) and Veterans, intended to help employees feel supported and included, and develop connections within the organization.

Exhibit E

Signature Page



Signature

Brian Hall, PE, PMP, EDI Plan M/WBE Coordinator
CDM Smith Inc.

Name

June 17, 2024

Date



Signature

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

Name

June 24, 2024

Date