

## AGREEMENT FOR PROFESSIONAL ON-CALL 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 **TRIHYDRO CORPORATION** a corporation organized under the laws of the state of Wyoming 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 have provided on-call environmental consulting services in support of its operations at DEN; and

**WHEREAS**, City has undertaken a competitive process (through RFP No. 202266285) 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 On-Call Environmental Consulting 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 CEO, and/or their designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) in accordance with schedules and budgets set by City. The Project Manager will issue particular projects under this agreement

(“**Task Orders**”). The terms of each Task Order will include but are not limited to schedule, staffing and pricing. 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 CEO, and signed by Consultant, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Time is of the Essence. Consultant shall perform all work under this Agreement in a timely and diligent manner and shall comply with all timeframes established by the City.

## **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 sub-consultants, the City and the City’s consultants, and all of their respective suppliers and sub-consultants 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 Section 2, 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 Consultants, 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 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 CEO or their authorized representatives.

#### **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.

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 SUBCONTRACTORS.**

A. Although Consultant may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the CEO. 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 subcontractor, and any other information requested by City.

B. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against 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 CEO shall have the right to reject any proposed outside subcontractor for this work deemed by the CEO, in the CEO's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subcontractors or to limit the percentage of work to be performed by them, all in the CEO's sole and absolute discretion.

D. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from 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 Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Consultant of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

## **2.06 OWNERSHIP AND DELIVERABLES.**

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

## PART III - TERM AND TERMINATION

### 3.01 TERM.

A. The Term of this Agreement shall commence on the Effective Date and shall terminate at the end of three 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 CEO, 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 CEO.

### 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 five (5) days 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 CEO prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice

unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 3.02.F. below.

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

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

#### **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 **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)** (“**Maximum Contract Liability**”). Consultant will be performing the services under each Task Order on an hourly rate basis or a lump sum basis up to the Maximum Contract Amount.

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

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

##### **4.02 PAYMENT SCHEDULE.**

A. Subject to the Maximum Contract Amount set forth in Section 4.01 of this Agreement, Consultant’s fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver’s Prompt Pay Ordinance, Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-107, *et seq.*, subject to the Maximum Contract

Liability set forth above. Consultant understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Consultant receives prior written approval of the Project Manager, and be related to and in furtherance of the purposes of the Consultant's engagement.

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

#### **4.03 INVOICES.**

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

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

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

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 CEO or their designee, to pay fees for additional and related services rendered by Consultant in any other services if in the CEO or their designee's judgment, such fees are reasonable and appropriate and provides written approval of the expenditure.

### **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 subcontracts 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 subcontractor, or each subcontractor shall provide its own insurance



coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subcontractor 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. 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 relating to the work performed under the Agreement (“Claims”), unless the Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subconsultants or subcontractors, either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of 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 shall defend any and all Claims that may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of 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. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

D. Insurance coverage requirements specified in the Agreement in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. Consultant is responsible to 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 the 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 Consultant's 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 contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of 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 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.

### **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:

Brad Mallberg, General Counsel  
Trihydro Corporation  
1252 Commerce Drive  
Laramie, WY 82070

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 CONTRACTORS.**

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

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

#### **6.10 INUREMENT.**

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

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

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

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

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

#### **6.13 SEVERABILITY.**

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

#### **6.14 TAXES AND COSTS.**

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

#### **6.15 ENVIRONMENTAL REQUIREMENTS.**

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

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 contractors or consultants 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.

### **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 subcontractors or suppliers.

#### **7.02 SMALL BUSINESS ENTERPRISES.**

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 16%. 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. 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 EDI Plan and achieving the MWBE participation goal. The EDI Plan is subject to modification by DSBO.
2. If contract modifications are issued under the Agreement, 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 amendments or other contract modifications are issued under the Agreement that include an increase in the Scope of Work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the Scope of Work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
4. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal 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 §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.
5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, Consultant is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
6. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
7. Failure to comply with these provisions may subject Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance

8. Should any questions arise regarding DSBO requirements, 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 Effective Date of this Agreement.

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



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

A. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The 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 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, subcontractors, 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 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 City.

C. 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.

D. 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.

E. 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 CEO 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 Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements,

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

## **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, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Consultant or City by the FAA or TSA. If Consultant, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against 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.

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

A. The 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 the Consultant and sub-tier contractors 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**

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 and Invoicing
Exhibit D	Certificate of Insurance
Exhibit E	EDI Plan

B. 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 B
Exhibit E

### **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-202266285-00  
**Contractor Name:** TRIHYDRO CORPORATION

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-202266285-00  
TRIHYDRO CORPORATION

By:   
4788FDB4FAB0441...

Name: George Mathes  
(please print)

Title: Executive VP / CDO  
(please print)

ATTEST: [if required]

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

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

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



## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

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

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

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

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

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

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor

its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**EXHIBIT A**  
**SCOPE OF WORK**

## On-Call Environmental Consulting Services Scope of Work

### Introduction

Denver International Airport Environmental Services (DEN-ES) is responsible for developing and implementing programs that ensure compliance with local, State, and Federal regulatory compliance requirements. DEN-ES is seeking a consultant to provide services using on-call task orders to help meet these requirements. The chosen consultant will be expected to have expertise with regulatory requirements from the following agencies:

- Environmental Protection Agency (EPA)
- Colorado Department of Public Health and Environment (CDPHE)
- City and County of Denver
- Colorado Department of Labor and Employment Division of Oil and Public Safety
- Metro Water Recovery
- Others

### Examples of Expected Tasks

- I. **Industrial Stormwater Permitting:** Implementation of the anticipated reissuance of the DEN Individual Industrial Stormwater Permit and General Industrial Stormwater Permit.
  1. Individual Industrial Stormwater Permit: Work consists of reviewing and updating existing plans and programs to meet new regulatory requirements, development and implementation of plans and programs required by new regulatory requirements. Specific work may include, but is not limited to:
    - a. Review and update DEN Stormwater Management Plan (SWMP);
    - b. Review and update Sampling and Analysis Plan;
    - c. Review and Update DEN's stormwater training;
    - d. Review and Update DEN's tenant oversight program
    - e. Develop PFAS monitoring plan;
    - f. Data collection from airport staff, applicable agencies, and other sources as needed to develop necessary plans; and
    - g. Performing applicable environmental analyses (IE. PFAS ).
    - h. Perform special studies to evaluate conditions at DEN relative to potential permit and regulatory requirements, such as stream standards, use classifications, use attainability analyses, control measure optimization and feasibility, substantially identical outfalls, and benchmark thresholds.
  2. General Industrial Stormwater Permit: Work consists of reviewing and updating existing plans and programs to meet new regulatory requirements, development and implementation of plans and programs required by new regulatory requirements. Specific work may include, but in not limited to:
    - a. Research concrete and asphalt recycling permitting and provide;
    - b. Review and update Concrete and Asphalt Recycling SWMPs;
    - c. Data collection from airport staff, applicable agencies, and other sources as needed to develop best practices for material reuse;

**EXHIBIT A**  
**SCOPE OF WORK**

- d. Coordination with Federal, State, and Local agencies;
  - e. Support airport staff in addressing comments from both Federal agencies and/or the public.
- II. MS4 Stormwater Permitting:** Implementation of the City and County of Denver Municipal Separate Storm Sewer System (MS4) Permit.
- 1. Program Support and Development: Evaluate existing programs and develop program documents necessary meet compliance obligations. Work may include, but not limited to:
    - a) Evaluate DENs MS4 compliance programs and applicability to CCD-DOTI MS4 permitting program;
    - b) Develop program support documentation and guidance; and
    - c) Coordinate with Federal, State and Local agencies.
- III. Sanitary Sewer (Metro) Permitting:**
- 1. Work may include, but not limited to:
    - a) Review and evaluation of the current DIW capture system.
    - b) Review and evaluation of current program and documentation.
    - c) Recommendations and strategy permit amendments and renewals.
- IV. PFAS support.** Work may include special studies of PFAS prevalence and control strategies, particularly for PFAS occurring in stormwater, DIW, and sanitary sewer systems, and other support as needed to support DEN's larger strategy to manage PFAS risk.
- V. Tanks Support**
- 1. Work may include, but not limited to: Create an updated SPCC Plan if requested,
    - a. Support the modification of SPCC plan sections as needed,
    - b. Advise DEN Environmental on improvements or changes that ought to be made to the existing SPCC plan if changes in regulation or best practice occur, and
    - c. Additional unforeseen SPCC plan support as needed.
- VI. SPCC Support**
- 1. Work may include, but not limited to:
    - a. Create an updated SPCC Plan if requested,
    - b. Support the modification of SPCC plan sections as needed,
    - c. Advise DEN Environmental on improvements or changes that ought to be made to the existing SPCC plan if changes in regulation or best practice occur, and
    - d. Additional unforeseen SPCC plan support as needed
- VII. Hazardous Waste Support**
- 1. Work may include, but not limited to:
    - a) Urgent hazardous waste spill response and clean-up
    - b) Urgent waste abandonment response
    - c) Urgent confiscated hazardous material management
    - d) Non-urgent spill and waste abandonment response and site remediation
    - e) Routine Hazardous waste disposal
    - f) Routine Universal Waste recycling
    - g) Facility Compliance Assistance
    - h) Management of centralized waste collection areas (Satellite Accumulation areas)
- VIII. Spill response, miscellaneous sampling, and remediation**
- 1. Work may include, but not limited to:
    - a) Development of contingency plans

**EXHIBIT A**  
**SCOPE OF WORK**

- b) Update training documents and processes
  - c) Advise DEN Environmental on improvements or changes that ought to be made to the existing contingency plan if changes in regulation or best practice occur, and
  - d) Additional unforeseen spill response, sampling, and remediation support as needed
- IX. Other:** The consultant will provide other services related to environmental work as requested by the Project Manager (PM) and approved by separate task order. Such services may include, but is not limited to, preparation of briefings, reports, or exhibits; preparation of draft policies and regulations; review and preparation of comments on draft policies and regulations; research; sampling and analysis, site characterization, records reviews, development of content for training; litigation support; and coordination with regulatory agencies and other affected parties.



selected as the sole data management solution for a large waste management company, and is used to manage all of their environmental data. Rationale for that decision keyed on the ease of use, secure document sharing, reliable IT support, and configurable outputs. Trihydro is already utilizing Project Direct on at least two CCOD projects and will continue to look for opportunities to take advantage of this value-added IT solution.

- **Focused Remediation** - Should spills require remediation, Trihydro will work with the DEN environmental managers to select the remedy that best fits the nature and extent of the impacts, minimizes risk, and can reach completion in a timely and cost-effective manner. Our remedial strategies start with the end goal in mind, focus on lean approaches, and focus on high-impact remediation with low-impact technology. Examples of this type of approach include:
  - Self-performing in situ remediation without the assistance of specialty remediation subcontractors. Trihydro has design, built and deployed our custom remediation trailer and equipment on over 20 projects nationwide.
  - Sulfate land application to encourage petroleum hydrocarbon degradation without intrusive or invasive injection equipment.
  - Bioventing to improve kinetic rates for biodegradation of aerobically degraded petroleum impacts to groundwater.
  - Natural source zone depletion demonstrations to address LNAPL and benzene residual impacts in a passive manner.



## 2.0 MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)

Trihydro's MWBE EDI Plan is provided as a separate document accompanying this proposal, per instructions provided in Addendum 3.

## 3.0 KEY PERSONNEL AND ABILITY TO RESPOND

Trihydro has identified lead and supporting personnel in the nine categories, to assist CCOD with its on-call environmental consulting needs, including our client manager (Ms. Allison Riffel) who is responsible for ensuring that Trihydro provides CCOD with high quality and a timely work product. Ms. Riffel has served as client manager for Trihydro's work with the CCOD since 2017. The key personnel chosen have expertise in the nine focus areas and will assist with project management and implementation of CCOD projects, as appropriate. Some focus areas have three key personnel identified in order to provide the CCOD with a broader team of professionals for the types of CCOD projects anticipated in the next few years. The project roles and qualifications of our key personnel for this contract are summarized below and resumes of key personnel for Trihydro and WVE are included in Appendix E.

Our proposed project team has been specifically chosen to take advantage of our local experience and comprehensive understanding of the environmental and subsurface conditions in the area. Our key personnel:

- Have proven capabilities that benefit the nine technical areas identified in this RFP
- Have demonstrated the ability to manage both projects and personnel in a highly efficient and effective manner
- Have sufficient time available to work on and manage CCOD projects

- Have experience working in and around Colorado and in the Denver Metro Area
- Have experience working with CCOD, Colorado Department of Public Health and Environment (CDPHE), and the Colorado Voluntary Cleanup and Redevelopment Program (VCUP) Programs

Trihydro's teaming partner, WWE, is an employee-owned and operated, full-service water resource, environmental, and civil engineering firm based in Denver, Colorado, with outlying offices in Glenwood Springs and Durango, Colorado. Our combined staff have collaboratively worked on multiple projects in the Denver and surrounding areas, and are a proven entity in terms of matching the right skills to a project. WWE personnel are familiar with DEN's industrial stormwater management plan (SWMP) from past work with DEN and airline tenants at DEN. Maintaining an up-to-date SWMP on a complex site like DEN is challenging given the dynamic nature of projects at the airport, the overall complexity of the drainage system, and the presence of emerging contaminants such as per- and polyfluoralkyl substances (PFAS). WWE's familiarity with DEN from six years of working for DEN on wetland assignments and work for an airline tenant including Aqueous Film Forming Foam (AFFF) spill characterization, sampling, regulatory reporting, SWMP review, and remediation. WWE's experience with the PFAS issues for the tenant at DEN provides WWE with a head start on knowledge of PFAS issues at DEN and an understanding of challenges of disposal of contaminated water and potential treatment measures for PFAS.

Our key personnel are supported by qualified support personnel as listed in Table 1-1. Our support personnel are familiar with a variety of environmental project types, including Industrial Stormwater Permitting, Sanitary Sewer Permitting, PFAS, Spill Prevention Control and Countermeasure (SPCC), Hazardous Waste Support, Spill Response, Assessment, Remediation, technical support, technical training, and health and safety concerns. These individuals have experience working on CCOD, CDPHE, VCUP and Redevelopment Projects, Colorado Brownfields, and other Colorado-based projects. Projects will be staffed with personnel qualified and experienced in the execution of the specific scope of work for that project. An organizational chart with applicable project personnel along with a matrix showing categorical expertise for personnel assigned to this project are presented in Figure 3-1 and Table 3-1, respectively, following the key personnel descriptions below.



**Allison Riffel, P.E., CABI, Trihydro Client Manager | Office Location: Lakewood, CO**

Total Years' Experience: 23 | Years with Trihydro: 19

Ms. Riffel has over 23 years of experience as a professional environmental engineer and project manager. Her engineering experience includes the design and implementation of groundwater and soil remediation programs, as well as preparation and evaluation of engineering cost estimates and property transfer assessments. Ms. Riffel manages Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), CDPHE voluntary cleanup program (VCUP), and Resource Conservation and Recovery Act (RCRA) corrective action projects in Colorado and nationwide. She is the team leader for Trihydro's Commercial Facilities Team, which provides environmental services at brownfield properties on behalf of public and private redevelopment stakeholders. Ms. Riffel has been the client manager for CCOD since 2017.



**Phil Burkhalter, Ph.D., P.E., Trihydro Stormwater Lead | Office Location: Fort Collins, CO**

Total Years' Experience: 25 | Years with Trihydro: 2

Dr. Burkhalter has over 25 years of experience working in water resources and environmental consulting and research. With an emphasis on Water Resources Planning and Management, his work has included decision support system development and implementation, flood forecasting model development, groundwater flow and quality modeling, water allocation studies, water rights, and application of several hydrologic and hydraulic models. He is the current project manager and technical lead for Trihydro's floodplain modeling and mapping work with the Federal Emergency Management Agency (FEMA). Additionally, he has served for many

years as a Program and Project Manager for several clients including the U.S. Army Corps of Engineers and the National Weather Service, where he assisted the Southeast River Forecast Center (SERFC) with several hydrologic modeling and forecasting projects.



**Andrew Earles, Ph.D., P.E., Wright Water Engineers Stormwater Lead**  
**Office Location: Denver, CO**

Total Years' Experience: 24 | Years with WWE: 24

Dr. Earles serves as WWE's project engineer, project manager, and principal-in-charge of multiple projects that focus on stormwater management, hydrology, hydraulics, and water quality. He has conducted work for a number of Colorado Municipal Separate Storm Sewer Systems (MS4s) and has experience with stormwater management related to construction, municipal, and industrial permitting and compliance. Andrew has worked for permitting agencies and for permittees, providing valuable insights on pragmatic approaches for addressing environmental issues.



**Jay Ligocki, P.E., Trihydro Wastewater Lead | Office Location: Cheyenne, WY**

Total Years' Experience: 28 | Years with Trihydro: 1

Mr. Ligocki has over 28 years of experience in design and construction administration for transportation, water, sanitary sewer, site, urban streets, storm drainage, and airport facilities. His experience includes water transmission and distribution systems and water treatment for various municipalities and private entities. He also has experience with many stormwater control and site grading and drainage projects.



**Mitch Olson, Ph.D., P.E., Trihydro PFAS/Emerging Contaminants Lead**  
**Office Location: Fort Collins, CO**

Total Years' Experience: 23 | Years with Trihydro: 8

Dr. Olson is Trihydro's Emerging Contaminants Director and has 23 years of professional experience. Dr. Olson brings a unique background and skill set to the Trihydro team. Prior to working for Trihydro, he worked at Colorado State University (CSU) as a Research Scientist, where he conducted research and development of novel tools for site characterization and remediation. In his experience at both Trihydro and CSU, he has worked with teams of technical experts to solve complex environmental problems. Through his experience in academia and consulting, Dr. Olson has developed a broad and deep experience base in environmental chemistry, contaminant hydrology, and working with challenging contaminants. Dr. Olson's role at Trihydro includes technical advisement on a variety of projects involving hydrocarbons, chlorinated solvents, and emerging contaminants, including perfluoroalkyl substances (PFAS) and 1,4-dioxane. Furthermore, Dr. Olson regularly partners with universities for specialized project collaboration. He has participated in webinars, conference presentations, panel discussions, and technical presentations addressing multiple environmental challenges involving PFAS.



**Melissa Hinman, P.E., Trihydro SPCC Lead | Office Location: Lakewood, CO**

Total Years' Experience: 18 | Years with Trihydro: 4

Ms. Hinman is a registered Professional Engineer with over 18 years of experience in the engineering field. She has been involved in a wide variety of solid waste projects and environmental compliance services, including industrial audits and spill response assessment activities at airports. Ms. Hinman's project experience includes providing environmental compliance activities including SPCC inspections, stormwater assessments, waste management inspections air quality compliance, hazardous materials inventory, and reporting for BNSF

Railroad sites in Denver, CO. She was responsible for the oversight, categorization, and disposal of hazardous and non-hazardous wastes. Ms. Hinman also operated and maintained the wastewater treatment plant and groundwater remediation systems. She coordinated the planning, design, and completion of environmental remediation project and cleanups. Melissa provides experience in many facets including project management, construction oversight, construction quality assurance (CQA), environmental monitoring, stormwater management, slope stability analyses, due diligence work, National Pollutant Discharge Elimination System (NPDES) inspections and reporting as well as various field activities.



**Jon Lake, Trihydro Hazardous Waste Compliance Lead | Office Location: Lakewood, CO**

Total Years' Experience: 10 | Years with Trihydro: <1

Mr. Lake has 10 years of experience working as an environmental scientist. He has been involved in a wide variety of environmental projects such as securing environmental registration, permit writing, hazardous waste management, regulatory compliance, due diligence assessments, risk management, and more. Mr. Lake is well versed in compliance and permitting of environmental projects with local, state, and federal government clients, as well as private clients. Prior to working with Trihydro he worked as a project manager to perform technical oversight, management, and administrative activities necessary to prioritize, assess, and clean up contaminated sites. He has performed remedial action report writing for the Army Corps of Engineers and has knowledge in the areas of RCRA, CERCLA, Department of Defense, and USEPA projects.



**Fritz Krembs, P.E., P.G., Trihydro Spill Response, Assessment, and Remediation Lead  
Office Location: Lakewood, CO**

Total Years' Experience: 20 | Years with Trihydro: 12

Mr. Krembs has 20 years of experience working in environmental remediation, working with private and government clients on site investigations, remediation alternatives assessments, remediation system design, and construction oversight. He has performed as project manager for many large, complex groundwater projects. Mr. Krembs is well-versed in several in situ remediation technologies but has primarily focused on in situ chemical oxidation (ISCO) and in situ bioremediation (ISB). He has worked with recognized experts on developing a technology practices manual for ISCO. Mr. Krembs is Trihydro's subject matter expert on 1,4-dioxane and has extensive field experience, including site characterization and design, remediation implementation and construction, performance monitoring and documentation of ISCO and ISB projects. His expertise includes conceptual site model (CSM) development and evaluation; and remediation technology selection, design, and implementation (multiple technologies and approaches); and remediation hydraulics.

**“We keep coming back to Trihydro because of the people that work there and their practical/unique understanding of the environmental issues we face. For us, Trihydro’s employees make all the difference.”**

*- Guillermo J. Silva-Wiscovich*

*Partner, Morell Bauzá Cartagena & Dapena LLC*

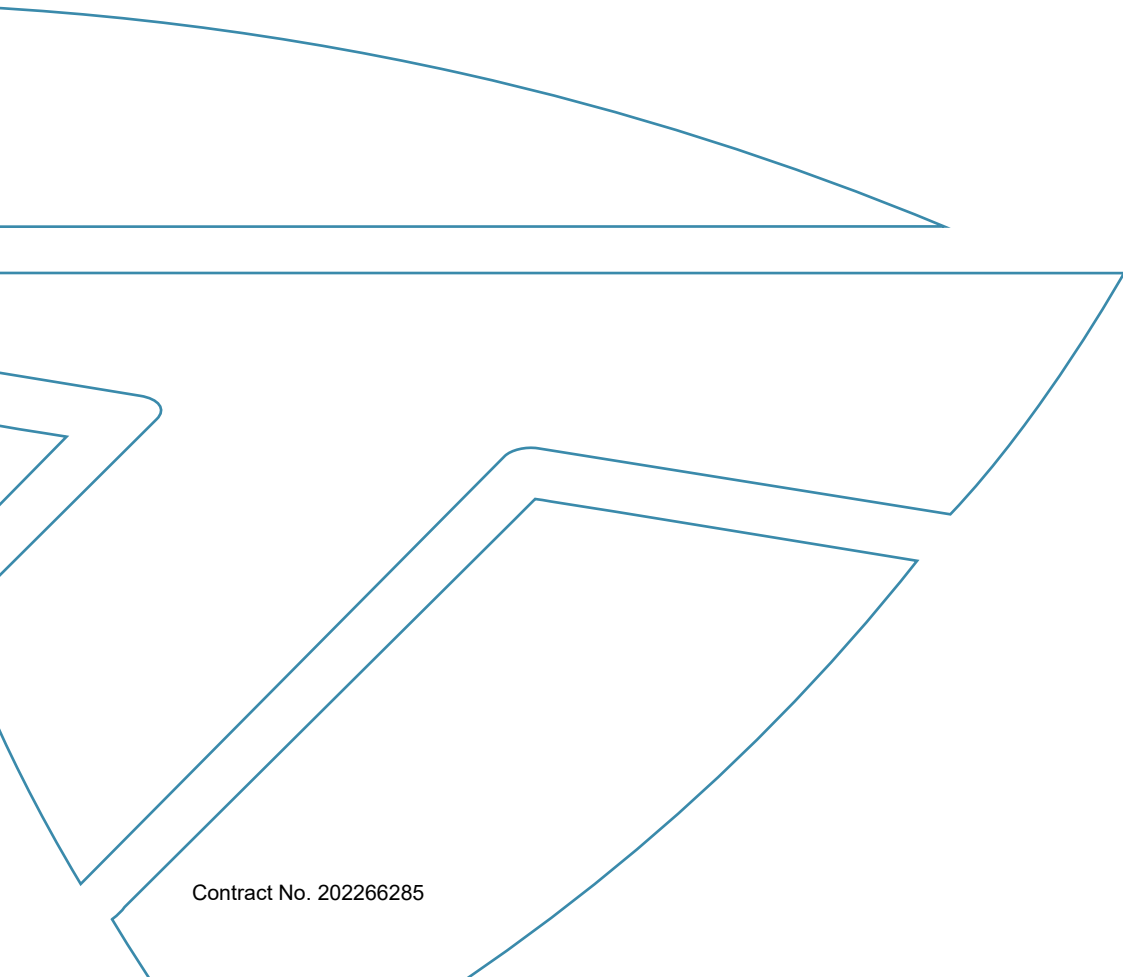
Figure 3-1: Proposed Organizational Chart



Table 3-1: Categorical Expertise for Assigned Project Personnel

	Industrial Stormwater Permitting	MS4 Stormwater Permitting	Sanitary Sewer Permitting	Wastewater Engineering	PFAS Sampling and Analysis	SPCC	Spill Response	Spill Assessment	Spill Remediation
<b>Trihydro</b>									
Allison Riffel, P.E. ( <i>Client Manager</i> )					X	X	X	X	X
Phil Burkhalter, P.E., Ph.D. ( <i>Category Lead</i> )									
Travis Rounsaville, P.E.					X	X			
Jay Ligocki, P.E. ( <i>Category Lead</i> )				X					
Jason Vreeland, P.E.	X	X	X	X		X			
Fei Guo, P.E.				X					
Melissa Hinman, P.E. ( <i>Category Lead</i> )	X					X	X	X	X
Jill Pehl, P.E.						X			
Brian Kime, P.E.						X			
Jon Lake ( <i>Category Lead</i> )							X	X	X
John Pfeffer							X	X	
Andrew Pawlicz, D.A.B.T.					X		X	X	X
Mitch Olson, P.E., Ph.D. ( <i>Category Lead</i> )					X		X	X	X
Kyle McDonald, C.E.S.					X		X	X	X
Anna Cloud, P.E.					X				
Fritz Krembs, P.E., P.G. ( <i>Category Lead</i> )					X		X	X	X
Mark Settembrino								X	X
Adam Wiest								X	X
<b>WWE</b>									
Andrew Earles, P.E., Ph.D. ( <i>WWE Lead</i> )	X	X			X	X	X	X	X
Jane Clary, LEED AP	X	X			X				
Jeff Nelson, P.E.			X	X					
Chris Olson, P.E., Ph.D	X	X				X	X	X	X
Jessica Egan	X	X							
Claire Vavrus, E.I.									

**Appendix E:**  
**Key Personnel Resumes**



## EXHIBIT B - Key Personnel



### LICENSES

#### Professional Engineer:

- #38958, Colorado
- #11085503-2202, Utah
- #2008014180, Missouri
- #34658, Louisiana
- #32235, Alabama
- #24093, Kansas

#### Certified Asbestos Building Inspector:

- #25132, Colorado

### EXPERTISE

- Brownfields assessments and remediation
- CERCLA RI/FS
- RCRA assessments, corrective action and closure
- Design, implementation, and evaluation of natural attenuation/enhanced bioremediation remedial programs, with an emphasis on chlorinated solvents and PCBs
- Soil, groundwater, shallow soil gas, and indoor air quality assessment, monitoring, and remediation
- Regulatory agency coordination and compliance in 11 states and Puerto Rico
- Cost estimation for closure, financial assurance, and insurance policies

### EDUCATION

University of Colorado, Boulder:  
MS/1999/Civil/Environmental Engineering

Northwestern University:  
BS/1997/Civil/Environmental Engineering;  
Leadership Certificate

### BIO

Ms. Riffel has over 23 years of experience as a professional environmental engineer and project manager. Her engineering experience includes the design and implementation of groundwater and soil remediation programs, as well as preparation and evaluation of engineering cost estimates and property transfer assessments. Ms. Riffel manages Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), voluntary cleanup program (VCUP), and Resource Conservation and Recovery Act (RCRA) corrective action projects. She is the team leader for Trihydro's Commercial Facilities Team, which provides environmental services at brownfield properties on behalf of public and private redevelopment stakeholders.

### EXPERIENCE

#### CCOD, NATIONAL WESTERN CENTER • DENVER, COLORADO

##### Project Manager

Ms. Riffel and her project team provided technical advice to the City and County of Denver on acquisition of a former metal plating facility, including technical review of third-party reports, collaboration on scope of work, site inspection, completion of a methane soil evaluation, preparation of engineering cost estimates, and evaluation of surface water and groundwater interaction.

#### ZUNI TANK FARM REMEDIATION UNDER VCUP • DENVER, COLORADO

##### Project Manager

Ms. Riffel managed the remedial excavation of petroleum and metals-impacted soils at a former power plant under the Colorado Department of Public Health and Environment (CDPHE) Voluntary Clean Up (VCUP). Working with the public utility entity, the project team achieved closure for the site, which is located along the South Platte River Corridor.

#### LARGE-SCALE NAVAL SHIPYARD EXCAVATION PROJECT • VALLEJO, CALIFORNIA

##### Project Manager

Ms. Riffel coordinated a three-year CERCLA remedial excavation of a former railroad roundhouse area being remediated under Region 9 United States Environmental Protection Agency (USEPA), including site assessment, waste profiling, utility removal, excavation dewatering, concurrent groundwater monitoring, and site restoration. Due to the proximity of the remediation work to nearby residences, Ms. Riffel coordinated public outreach efforts, including web page notifications and preparation of presentation materials for the area Restoration Advisory Board (RAB) meeting (\$2.5MM).



## EXHIBIT B - Key Personnel



### LICENSES

Professional Engineer:

#37721, Colorado

Certified Floodplain Manager:

#US-21-12063

Project Management Professional:

#1740832

### EXPERTISE

- Floodplain Management
- Program and Project Management
- Hydrologic and Hydraulic Modeling
- Decision Support System Development
- Consumptive Use Modeling
- Water Allocation Modeling
- Water Rights
- Real-Time Flood Forecasting
- Remote Sensing

### EDUCATION

Texas A&M University:

BS/1992/Civil Engineering

Colorado State University:

MS/2000/ Water Resources Planning & Management, Civil Engineering

Colorado State University:

PhD/2005/Water Resources Planning & Management, Civil Engineering

### BIO

Dr. Burkhalter has over 25 years of experience working in water resources and environmental consulting and research. With an emphasis on Water Resources Planning and Management, his work has included decision support system development and implementation, flood forecasting model development, groundwater flow and quality modeling, water allocation studies, water rights, and application of several hydrologic and hydraulic models. He is the current project manager and technical lead for Trihydro's floodplain modeling and mapping work with the Federal Emergency Management Agency (FEMA). Additionally, he has served for many years as a Program and Project Manager for several clients including the U.S. Army Corps of Engineers and the National Weather Service, where he assisted the Southeast River Forecast Center (SERFC) with several hydrologic modeling and forecasting projects.

### EXPERIENCE

#### REGIONAL GROUNDWATER SUPPLY PROTECTION PROJECT • CITY OF MODESTO, CA • 2022-PRESENT

##### Project Manager

Dr. Burkhalter is currently serving as the Project Manager for a project with the City of Modesto to protect and enhance the City's existing groundwater supply. Following a previous feasibility study that identified a preferred approach to effectively mitigate non-point source pollution derived from regional agricultural activities, the current project is performing required environmental assessments in accordance with California Environmental Quality Act (CEQA) regulations. The preferred approach includes an optimized pumping strategy that was developed through MODFLOW and MT3D modeling in conjunction with the modeling and design of four large Managed Aquifer Recharge (MAR) basins. Following the completion of this CEQA compliance project, it is expected that the implementation phase of the project will begin in Summer 2023.

#### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAPPING PARTNER • STRATEGIC ALLIANCE FOR RISK REDUCTION (STARR II) • MULTIPLE LOCATIONS • 2021-PRESENT

##### Project Manager/Technical Lead

As part of the STARR II team, serves as the Trihydro Project Manager and Technical Lead as a mapping partner for FEMA Flood Insurance Study (FIS) updates. Current projects include areas in FEMA Region 3, with upcoming projects in Regions 8, 9, and 10 expected to begin in mid-2022. Project work includes developing hydraulic floodplain models in HEC-RAS, updating mapping products, and revising FIS documentation. Models are developed from high-resolution terrain data, field survey data of river cross-sections and structures, and hydrologic modeling outputs.

## EXHIBIT B - Key Personnel



### BIO

---

Mr. Ligocki has over 28 years of experience in design and construction administration for transportation, water, sanitary sewer, site, urban streets, storm drainage, and airport facilities. He possesses a wealth of technical knowledge and expertise demonstrating innovative and cost-effective solutions and strong client relationships. Mr. Ligocki actively coordinates with the Project team and is known to be responsive and creative in his approach to design and construction administration and observation. His experience includes water transmission and distribution systems and water treatment for various municipalities and private entities. He also has experience with many stormwater control and site grading and drainage projects.

### LICENSES

---

Professional Engineer:  
#8779, Wyoming  
#61830, Colorado

### EXPERTISE

---

- Construction Cost Estimating
- Cost Benefit Analysis
- Project and Resource Management
- Pavement Condition Index Surveys and Inspection
- Municipal Waterline Design
- Plan and Specification Preparation and Construction Administration
- Site Modeling and Design

### EDUCATION

---

**University of Wyoming:**  
BS/Civil Engineering

### EXPERIENCE

---

#### STATEWIDE AIRPORT PAVEMENT CONDITION INDEX (PCI) SURVEYS, WYOMING

##### **Project Manager**

Mr. Ligocki is trained in Pavement Condition Index (PCI) Surveys and has continuously completed and managed the field surveys and subsequent reporting efforts for all 34 Wyoming Airports between 1996 and 2014. Mr. Ligocki has performed over 200 surveys around Wyoming that were compiled and incorporated into reports that serve to “alert” individual airports as to the time for and cost of maintaining or replacing asphalt and concrete surfaces. Mr. Ligocki’s presence in and around a variety of small and large airports give him a special ability to quickly and accurately assess a project’s many facets and a course of action for repairs, studies, or new facilities.

#### NORTH WELD COUNTY WATER DISTRICT COMPLIANCE REVIEW, LUCERNE, COLORADO

##### **Project Manager**

Trihydro was contracted take over reporting of North Weld County Water District’s (NWCWD) compliance monitoring. The project involved reviewing compliance regulations required by Colorado Department of Public Health & Environment (CDPHE) and monitor testing, tracking and reporting of requirements to CDPHE for drinking water within the County. Monitoring items include backflow prevention and cross-connection control, lead and copper monitoring, and monitoring for various chemicals. Mr. Ligocki is serving as the Project Manager responsible for overseeing and reviewing all technical work on the project. Mr. Ligocki provides support for the project team and corresponds with the client to ensure that expectations are being met.

## EXHIBIT B - Key Personnel



### EDUCATION

Colorado State University:  
PhD/2014/Civil Engineering

Colorado State University:  
MS/2005/Civil Engineering

University of Minnesota Duluth:  
BS/1999/Chemical Engineering

### LICENSES

Professional Engineer:  
#40783, Colorado  
#16199, Nebraska  
#15891, Maine

### EXPERTISE

- Environmental chemistry/processes
- Emerging contaminants (PFAS/1,4-dioxane)
- Bioremediation; monitored natural attenuation (MNA); natural source zone depletion (NSZD)
- Technical writing/review
- Advanced Excel applications for summarizing/interpreting complex data sets

### BIO

Dr. Olson is Trihydro's Emerging Contaminants Director and has 22 years of professional experience. Dr. Olson brings a unique background and skill set to the Trihydro team. Prior to working for Trihydro, he worked at Colorado State University (CSU) as a Research Scientist, where he conducted research and development of novel tools for site characterization and remediation. In his experience at both Trihydro and CSU, he has worked with teams of technical experts to solve complex environmental problems. Through his experience in academia and consulting, Dr. Olson has developed a broad and deep experience base in environmental chemistry, contaminant hydrology, and working with challenging contaminants.

Dr. Olson's role at Trihydro includes technical advisement on a variety of projects involving hydrocarbons, chlorinated solvents, and emerging contaminants, including perfluoroalkyl substances (PFAS) and 1,4-dioxane. As Emerging Contaminants Director, Dr. Olson functions as Trihydro's go-to resource for PFAS project needs. Internally, Dr. Olson has led development of Trihydro's PFAS training programs, designed to ensure Trihydro personnel have a thorough understanding of unique approaches required for PFAS. He has also conducted several PFAS training sessions for Trihydro's clients. Dr. Olson has maintained active dialogue with laboratories, and service vendors, regarding state-of-the-science for site characterization, analytical techniques, and PFAS remediation. In addition, Mitch's participation in industry groups (e.g., ITRC, NGWA, Barnes & Thornburg Coalition, University Consortium) helps him with keeping current on evolving PFAS science. Furthermore, Dr. Olson regularly partners with universities for specialized project collaboration. Mitch has participated in webinars, conference presentations, panel discussions, and technical presentations addressing multiple environmental challenges PFAS.

### SELECT PROJECT EXPERIENCE

#### PFAS PROJECT SUPPORT • MULTIPLE PROJECTS • 2020-PRESENT

##### PFAS Specialist

Dr. Olson has been supporting PFAS projects across the company, at sites in the Rocky Mountain region and spanning the country from Alaska to New England. Dr. Olson works with Trihydro's project teams to ensure that PFAS-compatible procedures are used for all sampling/site characterization/remediation efforts while incorporating site knowledge into project plans. Mitch has been involved in Trihydro's sampling efforts at all stages, including initial planning discussions, work plan PFAS development, field planning, execution, data evaluation, and follow up planning discussions. In support of these efforts, Dr. Olson has developed and implemented a rigorous PFAS sampling training program. The PFAS sampling efforts have comprised various matrices, including drinking water from domestic wells or municipal sources, groundwater, surface water, sediments, and soils. Dr. Olson has also supported sampling efforts involving unusual matrices such as concrete (waste profiling of a concrete pad formerly used for firefighting training). Some of the PFAS projects Dr. Olson has supported are detailed below.

## EXHIBIT B - Key Personnel



### BIO

---

Ms. Hinman is a registered Professional Engineer with over 18 years of experience in the engineering field. She has been involved in a wide variety of solid waste projects and environmental compliance services. Ms. Hinman's project experience includes landfill design and permitting, leachate collection and removal design, environmental monitoring, landfill expansion and closure construction, transfer stations projects and many other facets of environmental compliance. Her experience also includes groundwater remediation, leachate and storm water management, evaporation pond design, slope stability analysis, water balance calculations for landfill cover and bottom liner systems utilizing the HELP model and landfill due diligence evaluations. Melissa provides experience in many facets including project management, landfill construction oversight, construction quality assurance (CQA), environmental monitoring, and stormwater management, slope stability analyses, due diligence work, National Pollutant Discharge Elimination System (NPDES) inspections and reporting as well as various field activities.

### LICENSES

---

Professional Engineer  
Colorado #55827  
Texas #142776

### EXPERTISE

---

- Construction Quality Assurance (CQA) engineering
- Construction Project Management
- Landfill Design and Compliance
- Landfill Gas Collection System Design, Operation, and Maintenance
- Groundwater Monitoring and Sampling
- Environmental Compliance

### EDUCATION

---

Colorado State University:  
BS/2004/Civil Engineering

### EXPERIENCE

---

#### **BNSF RAILWAY • DENVER, COLORADO**

##### **Project Engineer**

Ms. Hinman provided environmental compliance activities including Spill Prevention Control and Countermeasure inspections, stormwater assessments, waste management inspections air quality compliance, hazardous materials inventory, and reporting. She was responsible for the oversight, categorization, and disposal of hazardous and non-hazardous wastes. Ms. Hinman operated and maintained the wastewater treatment plant and groundwater remediation systems. She coordinated the planning, design, and completion of environmental remediation project and cleanups.

#### **MESA COUNTY LANDFILL • MESA COUNTY, COLORADO**

##### **Project Engineer**

Conducted a waste diversion study to examine how solid waste is currently managed and identify ways to increase waste diversion. Ms. Hinman was responsible for the development, design, and preparation of the landfill expansion design, the CQA plan, construction drawings, technical specifications, and bid documents for the expansion construction. She provided construction management, CQA oversight, and produced the construction reports for submittal to the state. She also assisted with groundwater and air quality monitoring, sampling, statistical data evaluation, and reporting.

#### **BUFFALO RIDGE LANDFILL • KEENESBURG, COLORADO**

##### **Project Engineer**

Conducted a waste audit to review facility environmental records including permits, and a review of publicly available databases. Findings and information obtained during the review were completed to understand potential risks associated with disposal of waste at the facility.

## EXHIBIT B - Key Personnel



### EXPERTISE

---

- Soil & Water Sampling
- Project Management
- Technical Report Writing
- Data Entry
- Environmental Site Assessments
- GPS
- Quality Assurance & Quality Control

### EDUCATION

---

**University of Michigan:**  
BS/Environmental Science

### BIO

---

Mr. Lake has 10 years of experience working as an environmental scientist. He has been involved in a wide variety of environmental projects such as securing environmental registration, permit writing, hazardous waste management, regulatory compliance, due diligence assessments, risk management, and more. Mr. Lake is well versed in compliance and permitting of environmental projects with local, state, and federal government clients, as well as private clients. Prior to working with Trihydro he worked as a project manager to perform technical oversight, management, and administrative activities necessary to prioritize, assess, and clean up contaminated sites. He has performed remedial action report writing for the ACOE and has knowledge in the areas of RCRA, CERCLA, DOD, and USEPA projects.

### EXPERIENCE

---

#### **BROWN AND CALDWELL (ORLANDO, FL) – 2022-2023**

##### **Project Manager**

Mr. Lake managed the Engineering, Project Management, Environmental Compliance, Permitting, Sustainability, and Health/Safety needs of several large private sector clients. He performed compliance and permitting of several environmental projects, such as securing environmental registration, site visits, permit writing, permit plans, and securing permits. His project management duties included creating proposals, scopes of work, creating budgets and scheduling. Additional responsibilities included industrial testing, health and safety testing, industrial hygiene, indoor air quality and stormwater inspections.

#### **NORTHSTAR CONTRACTING GROUP (ORLANDO, FL) – 2015-2022**

##### **Environmental Scientist/Site Manager**

Mr. Lake performed Due Diligence Environmental Site Assessments (Phase I/II), including conducting site visits, and authoring reports. He implemented environmental remediation technologies and coordinated and oversaw the work of subcontractors. He was responsible for project management and research of historical & analytical data, developed scopes of work, managing budgets, conducting soil characterization, removal oversight, and soil management for construction activities according to applicable regulations. He performed technical reviews of reports, deliverables, figures, analytical data, and field logs. He was instrumental in launching new satellite office and trained new hires.

## EXHIBIT B - Key Personnel



### LICENSES

Professional Engineer:  
#45379, Colorado

Professional Geologist:  
#12067, Texas

### EXPERTISE

- Project management
- Environmental monitoring program management, implementation, and optimization
- CSM development and evaluation
- In situ remediation technology selection, design, and implementation
- Technology transfer

### EDUCATION

Colorado School of Mines:  
MS/2008/Environmental Science and Engineering

Haverford College:  
BS/2002/Geology and Economics

### BIO

Mr. Krembs has 19 years of experience working in environmental remediation, working with private and government clients on site investigations, remediation alternatives assessments, remediation system design, and construction oversight. Mr. Krembs has performed as project manager for many large, complex groundwater projects. Mr. Krembs is well-versed in several in situ remediation technologies, but has primarily focused on in situ chemical oxidation (ISCO) and in situ bioremediation (ISB). He has worked with recognized experts on developing a technology practices manual for ISCO. Mr. Krembs is Trihydro's subject matter expert on 1,4-dioxane. Mr. Krembs has also evaluated remediation of redox-sensitive metals. Mr. Krembs has extensive field experience, including site characterization and design, remediation implementation and construction, performance monitoring and documentation of ISCO and ISB projects. His expertise includes conceptual site model (CSM) development and evaluation; and remediation technology selection, design, and implementation (multiple technologies and approaches); and remediation hydraulics.

### EXPERIENCE

#### GROUNDWATER CHARACTERIZATION FOR PFAS PLUME • COLORADO • 2020– PRESENT

##### Project Manager

Trihydro supported groundwater monitoring and conceptual site model development for PFAS plume located in Colorado. Trihydro finalized sampling locations, subcontracted drilling, and communicated with off-site property owners. Characterization methods included traditional soil and groundwater sampling, hydropunch, hydraulic profiling tool, passive flux meters, and TOP assay.

#### GROUNDWATER RECIRCULATION REMEDIATION • LINCOLN, NEBRASKA 2019–PRESENT

##### Project Manager / Hydrogeologic Design Engineer

Mr. Krembs led design team for treatment of legacy TCE plume. Client's decision document outlined biological attenuation enhanced by heating to increase desorption and microbial degradation rates. The remediation includes recirculation of heated groundwater and addition of bioremediation amendment. Project included installation of injection and extraction well infrastructure, subsurface piping, and connection to a PLC-controlled recirculation equipment shed. Monitoring has included measurement with traditional methods and continuous groundwater elevation and temperature data with downhole pressure transducers. \$2.5MM program implemented on schedule and under budget.

## EXHIBIT B - Key Personnel

### Experience Overview

Andrew serves as project engineer, project manager, and principal-in-charge of multiple projects that focus on stormwater management, hydrology, hydraulics, and water quality. He has conducted work for a number of Colorado Municipal Separate Storm Sewer Systems (MS4s) and has experience with stormwater management related to construction, municipal, and industrial permitting and compliance. Andrew has worked for permitting agencies and for permittees, providing valuable insights on pragmatic approaches for addressing environmental issues.



#### Relevant Credentials/ Specialties

- ❖ Registered Professional Engineer
- ❖ 24 Years Consulting Experience
- ❖ Hydrologic Data Analysis and Modeling
- ❖ Floodplain Assessments
- ❖ CLOMRs/LOMRs

#### Education

- Ph.D. Civil Engineering, University of Virginia, 1999
- M.S., Civil Engineering, University of Virginia, 1996
- B.S., Civil Engineering, Stanford, 1994

#### Registrations/Affiliations

- Registered Professional Engineer in Colorado (#37237), Arkansas (#12329), Connecticut (#35427), Hawaii (#14235), Illinois (#062.074870), Iowa (#21024), Kentucky (#35208), Louisiana (#31306), Nebraska (#16541), New Mexico (#25426), S. Dakota (#13431), Texas (#137085), and Wyoming (#16160)
- Professional Hydrologist
- Certified Professional in Erosion and Sediment Control
- Diplomate of Water Resources Engineering

### MS4s & Industrial Stormwater Experience

**City of Arvada SWMP Reviews & MS4 Consulting.** Reviewed SWMPs to support City of Arvada, a MS4, with a large workload of submittals. Completed reviews for proposed development projects and provided comments on Stormwater Management Plans (SWMPs). Work also included audit of MS4 construction programs and assistance with revisions to stormwater and erosion/sediment control details and specifications.

**Greenwood Village MS4.** Assist Planning and Public Works departments during staff transitions to perform staff duties related to MS4 compliance during interim while new employees are being hired and trained. Work involves construction site stormwater inspections, post construction inspections, enforcing maintenance requirements, and similar tasks.

**MHFD Urban Storm Drainage Criteria Manual & Special Projects.** Project manager for collaborative project with Mile High Flood District (MHFD) staff to update all three volumes of the Urban Storm Drainage Criteria Manual from 2010 to the present. Andrew also is an advisor to MHFD on many issues including potential impacts of Federal Rulemaking activities related to wetlands on MS4s, climate change, water rights effects of stormwater detention, and innovative watershed management.

**Aqueous Film Forming Foam (AFFF) Monitoring and Reporting.** Assisted airline tenant at DEN with sampling and reporting following inadvertent release of AFFF, which contains Per- and polyfluoroalkyl substances (PFAS). Performed sampling to characterize extent of release and provided support during subsequent investigations of AFFF pipeline. Assist with sampling for characterization and disposal of water containing AFFF that is collected in lined pond.

**Missouri Industrial Facilities Clean Water Act Enforcement.** Expert for the U.S. Department of Justice in Clean Water Act Enforcement action at two industrial facilities in Missouri. WWE participated in a site visit and provided input on the consent decree and settlement negotiations. Settlement of this case is pending.

**Southern California Metal Coating Facility Industrial Stormwater Assistance.** Worked with attorneys and management for two metal coating facilities in Southern California dealing with compliance issues. Provided recommendations for updates to stormwater pollution prevention plans, sampling, and types of stormwater control measures to target pollutants of interest.

## EXHIBIT B - Key Personnel

### Experience Overview

Jane is an environmental scientist and regulatory specialist with broad experience in watershed management; stormwater management; Clean Water Act permitting; water resources protection and evaluation; water resources protection ordinances and regulations; best management practices; database management; water quality data analysis; water resources management; water conservation; and water/wastewater master planning. She has comprehensive technical writing experience in each of these subject areas and extensive experience in public speaking and large group facilitation for technical projects.



#### Relevant Credentials/ Specialties

- ❖ 30 Years of Experience
- ❖ Vice President  
Regulatory/Water  
Quality Practice
- ❖ Colorado Water Quality  
Control Commission  
(2017–2021)
- ❖ Water Quality Data  
Analysis
- ❖ Urban and Agricultural  
Water Quality BMPs
- ❖ Watershed Manager
- ❖ Over 100 professional  
publications/ webinars  
presentations

#### Education

- M.S., Environmental  
Science, University of  
Colorado, 1992
- B.S., Economics,  
Vanderbilt University, 1989

#### Registrations/Activities

- Certified Professional in  
Erosion and Sediment  
Control, # 3766
- LEED Accredited  
Professional
- Past Chair, Urban Water  
Resources Research  
Council, Environmental and  
Water Resources Institute,  
American Society of Civil  
Engineers
- Green Industries of  
Colorado 2008 Person of  
the Year
- Nominated as an  
Outstanding Woman in  
Engineering ACEC 2012

#### Relevant Project Experience

**International Stormwater Best Management Practices (BMP) Database (1997–present).** Serving as the Co-principal Investigator and project team coordinator for an international stormwater BMP database project ([www.bmpdatabase.org](http://www.bmpdatabase.org)) funded by a broad coalition of professional organizations headed by the Water Research Foundation and the Environmental and Water Resources Institute of the American Society of Civil Engineers (ASCE), with prior support from Federal Highway Administration and the Environmental Protection Agency (EPA). The database contains over 800 BMP performance studies. Key recent responsibilities have included co-authoring a comprehensive BMP performance technical analysis series focused on bacteria, nutrients, metals, solids, and volume reduction. Other responsibilities have included co-authoring a Stormwater BMP Performance Monitoring Manual (2009), development of database software/user's guide to track BMP monitoring and evaluation efforts, revision of reporting protocols to include green infrastructure (GI) (low impact development [LID]), performance data interpretation, and regular correspondence with interested parties throughout the nation.

**CLASIC (2017–2020).** Worked with a national team on a \$1.5 million EPA-funded project to develop tools to evaluate green and grey infrastructure alternatives based on cost, performance and other factors. Project was led by the Water Environment and Reuse Foundation (WE&RF) and resulted in tools available to communities on the Colorado State University (CSU) eRAMS platform. WWE's role focuses on BMP capital and operation and maintenance costs for GI/BMPs.

**BMP REALCOST (2017).** Worked with Mile High Flood District (MHFD) and CSU to update a whole life cycle cost BMP planning tool that includes cost and performance data.

**MHFD and Municipal Water Infrastructure Council (MWIC) GI Maintenance Cost Research (2016).** Led a national GI maintenance practice cost survey to document national maintenance practices and costs, including a literature review of whole life-cycle cost algorithms. Compared bioretention maintenance cost findings to National Stormwater Calculator and BMP REALCOST. Co-author on ASCE book: *Cost of Maintaining Green Infrastructure* (Clary and Piza 2017).

**City of Springfield Integrated Plan (2017).** Worked with the City of Springfield, Missouri, as part of an expert panel supporting the City's Multi-criteria Decision Analysis (MCDA) process to help prioritize water quality improvements, recognizing municipal budget constraints.





WRIGHT WATER  
ENGINEERS, INC.

## EXHIBIT B - Key Personnel

### Experience Overview

Jeffrey is a lead project engineer for wastewater collection and conveyance systems, surface and groundwater collection and conveyance systems and associated earthwork and site access design. He is also responsible for construction phase services and construction contract administration.



#### Relevant Project

##### Experience:

- ❖ Registered Professional Engineer
- ❖ Water Planning and Design
- ❖ CDPHE Regulations and Permitting
- ❖ 25 Years Professional Experience
- ❖ Hydraulic Modeling Experience
- ❖ Opinions of Cost
- ❖ Construction Observation
- ❖ Water and Wastewater Planning and Design

### Sanitary Permitting and Design

**University of Colorado Mountain Research Station Wastewater Treatment Facility.** Completed a preliminary assessment of wastewater discharge practices for the University of Colorado (CU) Mountain Research Station. Developed a conceptual design for discharging treated wastewater from the existing Wastewater Treatment Facility to groundwater. Working closely with University staff and Colorado Department of Public Health and Environment (CDPHE) in transitioning the Facility from surface water discharge to groundwater discharge.

**The Salvation Army High Peak Camp, Larimer County, Colorado.** Lead engineer for design and construction of a new wastewater treatment plant in a high altitude environment. The design included permitting with Larimer County and Colorado Department of Public Health and Environment (CDPHE) and considerations of construction scheduling with winter restrictions and requirements to maintain existing treatment capacity year-round. Evaluated a membrane bioreactor system (MBR) against a sequencing batch reactor (SBR). Designed an exfiltration bed to dispose of the treated effluent.

**Mt. Emmons Mine, Crested Butte, Colorado.** Performed audit of existing wastewater and stormwater treatment facilities of an inactive metals mine near Crested Butte, Colorado. Provided recommendations for maintenance and upgrade of treatment systems to comply with existing requirements and performed financial analysis to determine costs to maintain, upgrade, and operate the facilities. Prepared a rate study to recommend an appropriate mill levy that could be assessed on a new proposed special district that was being considered to finance the costs if the district acquired the facilities from the mine owner.

**Confidential Major Energy Corporation, Southwest Colorado.** Analysis, evaluation, and preliminary design for client's office complex to compare use of a duplex lift station to a shallow slope gravity system to convey flow to a wastewater treatment facility one mile away. Considerations included utility crossings, depth of excavation, and frequency of cleaning and maintenance for gravity sewer with a slope less than the recommended minimum slope compared with the operation and maintenance of a lift station.

**Shorefox Development, Granby, Colorado.** Project engineer for a lift station and force main from master planning level design through final design and bidding phases to serve a 1500-acre residential, commercial, and recreational development. The force main concept includes approximately 9,000 lineal feet of parallel pipelines to match the phasing of anticipated growth and includes addressing freeze/thaw concerns of a high alpine environment. The wet well lift station includes a triplex configuration, variable frequency drives, and operator-adjustable control system set points to meet the anticipated population growth.

### Education

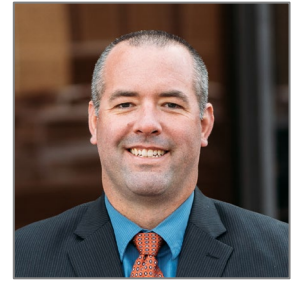
- B.S.E., Civil Engineering, Colorado School of Mines, 1998

### Registrations/Affiliations

- Registered Professional Engineer
  - Colorado #37115
  - Wyoming #11375
- Member, American Society of Civil Engineers
- Member, American Water Works Association

## Experience Overview

Dr. Olson has more than 18 years of experience working in program/project management, client service management, project engineering, and training/teaching. He is skilled in hydrologic, hydraulic, and water quality modeling; life cycle cost analysis; stormwater design; and water resource planning. Dr. Olson is the former Program Director of the Colorado Stormwater Center at Colorado State University (CSU).



## Environmental Experience

### Relevant Credentials/Specialties

- ❖ Registered Professional Engineer
- ❖ 18 Years of Experience
- ❖ Stormwater Infrastructure Inspection/Maintenance and Cost Estimation
- ❖ Hydrologic/Hydraulic Data Analysis and Modeling
- ❖ Water Resources Engineering

### Education

- Ph.D. Civil Engineering, Colorado State University, 2017  
Dissertation: Stormwater Best Management Practice (BMP) Performance Modeling and Uncertainty Analysis for Total Maximum Daily Load Compliance
- M.S., Civil Engineering, Colorado State University, 2010  
Thesis: A Model for Evaluating the Effectiveness and Life Cycle Costs of Stormwater Best Management Practices
- B.S., Environmental Engineering, University of Wisconsin–Platteville, 2004

### Registrations/Affiliations

- Registered Professional Engineer
  - Colorado #44543
  - Nebraska #E-19755

**Denver Department of Public Health and Environment Stormwater Best Management Practice (BMP) Monitoring.** Project manager and engineer for studies to evaluate the effectiveness of various green infrastructure (GI) stormwater control measures, including water quality sampling. Work performed included installing sampling equipment, identifying, and performing monitoring protocols, and data analysis

**City of Fort Collins Bacteriological Water Quality Monitoring.** Serving as Co-Principal Investigator assisting the City of Fort Collins to evaluate potential sources of *Escherichia coli* (*E. coli*) in urban streams in the city, actively engage in the *E. coli* TMDL process, and identify BMPs to reduce *E. coli* concentrations and improve water quality. Project tasks included inspecting over 100 stormwater outfalls and water quality monitoring of over 20 stormwater outfalls and over 20 different stormwater manhole locations.

**Town of Vail Stormwater Quality Assistance/Monitoring.** Served as project manager and lead engineer on several stormwater quality projects including conceptual analysis and design of stormwater control measures in highly urbanized settings and development and implementation of a stormwater monitoring program to characterize urban stormwater quality and the performance of stormwater control measures.

**Castle Pines Stormwater Inspections and Asset Management.** Served as project manager to inspect stormwater infrastructure, assess its current condition and develop recommendations and cost estimates for infrastructure repair and maintenance. Project results were used by the City to support and justify a stormwater utility fee.

**University of Colorado–Boulder MS4 Permit and *E. coli* TMDL Compliance.** Developing an implementation plan pertaining to the total maximum daily load (TMDL) for Boulder Creek. Creating storm sewer cleaning program plan and dry weather stormwater outfall inspection and monitoring plan, including worksheets.

**401 Certification Modeling Review.** Assisted the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division with technical review of analysis and modeling in support of 401 Water Quality Certification for major water development projects in Colorado.

## EXHIBIT B - Key Personnel

### Experience Overview

Jessica Egan is a water resources engineer focused on water quality, environmental permitting, and regulatory compliance for water resources projects. Her experience includes water quality (developing sampling protocols, regulatory compliance, fieldwork, and laboratory and data analyses), water rights (accounting), and watershed dynamics. She enjoys examining water quality in various contexts and has performed research on sanitation, anaerobic digestion wastewater treatment, and post-wildfire conditions. Jessie also has experience conducting fieldwork, laboratory analysis, and data processing as well as reviewing federal, state, and local regulations.



#### Specialties

- ❖ Water Quality
- ❖ Stormwater Management Control Practices
- ❖ Training and teaching
- ❖ Research
- ❖ Data analysis
- ❖ Analytical writing

#### Education

- M.S., Civil Engineering, 2021, University of Colorado–Boulder
- M.S., Environmental Studies, 2020, University of Colorado–Boulder  
*Thesis: Exploring Post-Wildfire Water Quality: the Photodegradation of Dissolved Pyrogenic Carbon*
- B.S., Environmental Studies, 2014, Florida International University

### Environmental Engineering

**Bodycote Stormwater Industrial Permit Compliance.** Mapping flow paths of industrial stormwater runoff with future intent to examine potential pollutant discharges, historical monitoring and violations, and provide recommendations for improved stormwater best management practices (aka stormwater control measures [SCMs]).

**Gunstream Lakes Dam Failure.** Examining the potential of annual soil loss and runoff from a failed dam site by performing Revised Universal Soil Loss Equation (RUSLE) calculations. Reviewed and compared regulatory requirements for construction sites and erosion control measures.

**Central Colorado Water Conservancy District.** Evaluated the presence of hydrogen sulfide at client's reservoirs, reviewed water quality data, developed water quality sampling protocols, and supported District with Regulation 85 and 31 prehearing statements in response to Water Quality and Control Commission rulemaking process.

**Town of Buena Vista, Buena Vista, Colorado.** Performed water rights accounting including coordinating releases and water transfers.

**Big Dry Creek Watershed Association.** Assisted in the processing and maintenance of an extensive water quality database and annual water quality analysis and review.

**Research and Evaluation of Low-Head Dam Drowning Incident in Illinois.** Researched case, performed some hydraulic analysis, and supported project manager in preparation for their expert testimony. Trial is pending.

**Après Shores North.** Reviewing and assisting in preparing Disturbance Permit Application.

**Upper Black Squirrel Creek Water Management District.** Reviewing client's permitting for groundwater recharge with wastewater effluent and rapid infiltrations basins. Providing guidance on water quality monitoring gaps and improvements.

**Cherry Creek Basin Water Quality Authority.** Researched stormwater control measures and BMP effectiveness – specifically in regards to nutrient transport from landscape conversions and bank stabilization.

## EXHIBIT B - Key Personnel

### Experience Overview

Claire Vavrus is a water resources engineer focused on hydrogeology, water rights, and post-fire hydrologic hazards. Her experience includes groundwater monitoring and resource development, post-fire risk assessment, permitting for well construction, groundwater dewatering, and water rights. Claire also has experience conducting geophysical surveys on groundwater resource development projects in alpine areas.



#### Relevant Credentials/Specialties

- ❖ Regulatory Compliance
- ❖ Well Design and Permitting
- ❖ Groundwater Monitoring
- ❖ Aquifer Testing
- ❖ Hydrologic Studies
- ❖ Water Rights Accounting
- ❖ Post-fire Hazard and Risk Assessment
- ❖ Water Quality
- ❖ Geophysical Surveys

### Education

- M.S., Geology, 2021  
Colorado School of Mines  
Thesis: *Investigating impacts of land-use on hillslope erosion via rilling and gullyng in post-wildfire landscapes*
- B.S., Geological Engineering and Geology & Geophysics, 2018, University of Wisconsin–Madison  
Certificate: *Environmental Studies*

### Registration

- Colorado Engineer Intern

### Water Resources Engineering

**CWCB Wildfire Ready Watersheds (WRW) Initiative.** Estimated the likelihood of each watershed in the state to generate a debris flow if it was disturbed by wildfire. Authored three fact sheets to support the greater WRW effort including detailed sheets on post-fire geomorphic hazards, urban post-fire water quality considerations, and potential impacts of wildfire disturbance on Colorado's water supply systems.

**Everland Well Development.** Assisted with locating a well in the Pike-Rampart Water Supply Zone of Douglas County. Performed a Very Low Frequency (VLF) electromagnetics survey method to increase the likelihood of identifying possible well locations that intersect water-bearing fracture zones.

**Confidential Residential Subdivision Investigation.** Performed site characterization to test the hydraulic connection of pipe utility bedding within a residential development. Implemented a storm drain leak testing program to test the leakage rate of a suspected storm drain pipeline.

**Watkins Arapahoe Wells.** Managing well drilling activities including well design and completion. Performing geophysical log analyses of the Denver Basin aquifers to evaluate potential well yields to meet water demands.

**Boxelder Basin Regional Stormwater Authority.** Assisted in conducting the groundwater monitoring program and site evaluation to assess the potential water rights injury to nearby irrigation wells due to the proximity of a dewatering pipeline. Provided support on water rights evaluation.

**Eastern Adams County Metro District Well No. 6.** Oversaw the drilling and completion of Arapahoe Well No. 6 near Strasburg, Colorado, for the Eastern Adams County Metro District. The well was borehole drilled with a reverse mud rotary drill rig over a period of about 36 hours and constructed to 510 feet into the Upper Arapahoe aquifer. Eight-inch steel casing was used, along with 40,000 pounds of gravel and 55,000 pounds of cement grout. The new well performs at about 117 gallons per minute.

**Camp Tahosa.** Performed due diligence evaluation associated with the Boy Scouts of America Camp. Evaluation included water rights estimation, water demand assessment, well yield and water quality testing and assessment, projection of physical water supply, geophysical survey to identify possible bedrock fractures, and estimated costs for site improvements.

**CONFIDENTIAL**

## Financial Forms: Schedule of Prices

April 25, 2023

**Denver International Airport  
On-Call Environmental Consulting Services  
RFP No. 202266285**

---

Airport Office Building (AOB)  
Denver International Airport (DEN)  
8500 Pena Boulevard, Room 8810  
Denver, Colorado 80249-6340  
Contract Administrator (CA): Michael Vela  
E-Mail: [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com)

---



Trihydro Corporation  
1536 Cole Boulevard, Building 4, Suite 140 | Lakewood, CO 80401 | 303/679.3143  
[trihydro.com](http://trihydro.com)

## Trihydro Proposed Billing Rates (2023-2025)

## Lead Staff

Employee Name	Task Lead	Billing Level	Billing Rate
Riffel, Allison	Client Manager	Technical Specialist 3	\$205
Burkhalter, Phil	Stormwater Consulting Services	Technical Specialist 1	\$185
Hinman, Melissa	SPCC and Tank Consulting Services	Managing Engineer/Scientist I	\$160
Krembs, Friedrich	Spill Response, Misc. Sampling, and Remediation	Technical Specialist 1	\$185
Meriwether, Reed	Sanitary Sewer Consulting Services	Project Principal	\$225
Olson, Mitchell	PFAS Support Consulting Services	Technical Specialist 2	\$196
Lake, Jonathan	Hazardous Waste Support	Principal Engineer/Scientist	\$144

## Core Staff

Employee Name	Task Staff	Billing Level	Billing Rate
Pfeffer, John	Hazardous Waste Support	Project Principal	\$225
Pawlisz, Andrew	Hazardous Waste Support	Project Principal	\$225
Kime, Brian	SPCC and Tank Consulting Services	Technical Specialist 4	\$210
Pehl, Jill	SPCC and Tank Consulting Services	Technical Specialist 2	\$196
McDonald, Kyle	PFAS Support Consulting Services	Project Engineer/Scientist I	\$113
Cloud, Anna	PFAS Support Consulting Services	Technical Specialist 1	\$185
Vreeland, Jason	Sanitary Sewer Consulting Services	Managing Engineer/Scientist II	\$175
Guo, Fei	Sanitary Sewer Consulting Services	Managing Engineer/Scientist II	\$175
Ligocki, Jay	Sanitary Sewer Consulting Services	Managing Engineer/Scientist II	\$175
Settembrino, Mark	Spill Response, Misc. Sampling, and Remediation	Managing Engineer/Scientist I	\$160
Wiest, Adam	Spill Response, Misc. Sampling, and Remediation	Managing Engineer/Scientist I	\$160
Johannes, Isabella	Stormwater Consulting Services	Principal Engineer/Scientist	\$144
Rounsaville, Travis	Stormwater Consulting Services	Staff III Engineer/Scientist	\$102

CONFIDENTIAL

**Trihydro Proposed Billing Rates (2023-2025)****Supporting Staff**

<b>Employee Name</b>	<b>Billing Level</b>	<b>Billing Rate</b>
Gravelding, Dan	Project Principal	\$225
Nelson, Steve	Project Principal	\$225
Sell, Jeremy	Project Principal	\$225
Christopher, Jay	Project Principal	\$225
Martinek, Brian	Project Principal	\$225
Langford, Jennifer	Technical Specialist 1	\$185
Henricks, Patrick	Technical Specialist 2	\$196
Walls, Stephen	Technical Specialist 1	\$185
Racchini, Louis	Managing Engineer/Scientist II	\$175
Vann, Andrew	Managing Engineer/Scientist II	\$175
Forry, Todd	Managing Engineer/Scientist II	\$175
Klemperer, Paul	Managing Engineer/Scientist I	\$160
Birdsong, Cassady	Managing Engineer/Scientist I	\$160
Irianni Renno, Maria	Managing Engineer/Scientist I	\$160
Jones, Matthew	Managing Engineer/Scientist II	\$175
Saller, Kevin	Managing Engineer/Scientist I	\$160
Phillips, Michael	Senior Engineer/Scientist	\$132
Mitchell, Katie	Project Engineer/Scientist II	\$123
Huffman, Kenneth	Project Engineer/Scientist I	\$113
Settembrino, Mark	Project Engineer/Scientist I	\$113
Conkling, Emily	Project Engineer/Scientist I	\$113
Robeson, Brian	Project Engineer/Scientist II	\$123
Wood, Daniel	Project Engineer/Scientist I	\$113
Carlson, Nick	Project Engineer/Scientist I	\$113
Wiest, Adam	Staff III Engineer/Scientist	\$102
Burke, Matthew	Staff III Engineer/Scientist	\$102
Hettick, Patricia	Project Engineer/Scientist I	\$113
Cedillo, Philip	Senior Technician/Senior CADD Technician	\$91
Peak, Jeremiah	Senior Technician/Senior CADD Technician	\$91
Van Amburg, Margaret	Staff II Engineer/Scientist	\$89
Swift, Mackensie	Staff II Engineer/Scientist	\$89
Loveland, Andrea	Staff II Engineer/Scientist	\$89
Parsons, Rena	CADD/Accounting/Administrative	\$81

**CONFIDENTIAL**

**Trihydro Proposed Billing Rates (2023-2025)****Supporting Staff (Continued)**

<b>Employee Name</b>	<b>Billing Level</b>	<b>Billing Rate</b>
Rosatelli, Rageena	CADD/Accounting/Administrative	\$81
Evans, Paul	CADD/Accounting/Administrative	\$81
Rettinger, Maigen	CADD/Accounting/Administrative	\$81
Thompson, Kaylee	CADD/Accounting/Administrative	\$81
Jameson, Alexander	Senior Technician/Senior CADD Technician	\$91
Conner, Letha	Clerical	\$58
Johnson, Marsella	Clerical	\$58
Luck, Elisabeth	Clerical	\$58
White, Katherin	Clerical	\$58
Kricken, Mary Kathryn	Clerical	\$58

**Wright Water Engineers Proposed Billing Rates (2023-2025)****Lead Staff**

<b>Employee Name</b>	<b>Billing Level</b>	<b>Billing Rate</b>
Andrew Earles	Senior Principal	\$254
Jane Clary	Principal	\$243
Chris Olson	Senior Project Engineer	\$218
Jeff Nelson	Senior Engineer	\$194
Jessica Egan	Engineering Professional III	\$136
Claire Vavrus	Engineering Professional III	\$136

CONFIDENTIAL



# TRIHYDRO STANDARD SCHEDULE OF CHARGES

CITY AND COUNTY OF DENVER, DENVER AIRPORT

JANUARY 1, 2023 - DECEMBER 31, 2025 <sup>2</sup>

<u>PERSONNEL</u>	<u>UNIT RATE</u> <sup>1,3</sup>
Project Principal-----	225.00/hour
Technical Specialist 4-----	210.00/hour
Technical Specialist 3-----	205.00/hour
Technical Specialist 2-----	196.00/hour
Technical Specialist 1-----	185.00/hour
Managing Engineer/Scientist II-----	175.00/hour
Managing Engineer/Scientist I-----	160.00/hour
Principal Engineer/Scientist-----	144.00/hour
Senior Engineer/Scientist-----	132.00/hour
Project Engineer/Scientist II-----	123.00/hour
Project Engineer/Scientist I-----	113.00/hour
Staff III Engineer/Scientist-----	102.00/hour
Staff II Engineer/Scientist-----	89.00/hour
Staff I Engineer/Scientist-----	75.00/hour
Senior Technician/Senior CADD Technician-----	91.00/hour
Field Technician-----	65.00/hour
Clerical-----	58.00/hour
CADD/Accounting/Administrative-----	81.00/hour
 <u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
 <u>TRAVEL EXPENSES</u>	
Meal Per Diem-----	\$59/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
 <u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Proposal
Consumable Field Supplies and PPE-----	See Proposal
Company Vehicles (daily) <sup>4</sup> -----	62.5 cents/mile or \$86/day
Company Vehicles (monthly)-----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
3. The rates in this Schedule of Charges are subject to change on December 31, 2025.
4. Minimum charge of \$95/day. Daily mileage exceeding 145 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.

**WRIGHT WATER ENGINEERS, INC.  
2023 SCHEDULE OF HOURLY RATES  
SCHEDULE A**

PERSONNEL	RATE PER HOUR
SENIOR PRINCIPAL/CONSULTANT	\$254
PRINCIPAL/CONSULTANT	\$243
SENIOR PROJECT ENGINEER/CONSULTANT	\$218
SENIOR ENGINEER/SCIENTIST CONSULTANT	\$194
ENGINEERING/SCIENTIST PROFESSIONAL I	\$180
ENGINEERING SPECIALIST/CONSULTANT	\$165
ENGINEERING/SCIENTIST PROFESSIONAL II	\$148
ENGINEERING DESIGNER/PROFESSIONAL III	\$136
ENGINEERING TECHNICIAN I	\$121
ENGINEERING TECHNICIAN II	\$105
ENGINEERING TECHNICIAN III	\$102
ENGINEERING TECHNICIAN IV	\$85
ENGINEERING TECHNICIAN V	\$77
◆ Automobile at 60 cents per mile	◆ GIS computer at 20 dollars per hour.
◆ Four-wheel drive/Pick-up truck vehicle at 70 cents per mile	◆ Info water® at 20 dollars per hour.
◆ AutoCAD computer at 15 dollars per hour.	◆ Civil 3D at 25 dollars per hour.
<i>Ten percent (10%) will be added to all reimbursable expenses to cover administration for special consultants, independent laboratory tests, direct printing costs, telephone, supplies, lodging and subsistence, and all in-house computer, auto, postage, fax, and travel.</i>	

**TERMS OF PAYMENT:** It is agreed that this account will be billed every month. Unless otherwise approved by the Company, payment is due upon receipt of the invoice. Mail payment to the main office of the Company at 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. If payment is not received, the client agrees to pay interest at the rate of 1.5 percent per month on the outstanding balance. This does not constitute a credit arrangement, and in no case, shall the minimum payment be less than 33 percent of the amount billed. If the account is placed with an attorney for collection, the client agrees to pay court costs and reasonable attorney fees. The liability of Wright Water Engineers, Inc. for losses or damages arising out of the errors, omissions, or negligence of Wright Water Engineers, Inc. while providing professional services shall be limited to the total fee due to Wright Water Engineers, Inc. pursuant to this agreement.

## Exhibit C - Scheduling, Progress Reporting and Invoicing

Description	%
<b>Contract Requested Amount</b>	<b>100%</b>
<b>Environmental Consulting Services:</b>	<b>100%</b>
Industrial Stormwater Permitting Consulting	40.0%
MS4 Permit Consulting Services	10.0%
Sanitary Sewer (Metro Permit) Consulting Services	15.0%
PFAS Support Consulting Services	20.0%
Tank Support Consulting Services	3.5%
SPCC Consulting Services	4.0%
Hazardous Waste Support	2.0%
Spill Responce, Mis. Sampling, and Remediation	2.0%
Other Consulting Services	3.5%
	100.0%

## Exhibit C - Scheduling, Progress Reporting and Invoicing

Amount	Yr 1	Yr 2	Yr 3
<b>\$900,000</b>			
<b>\$900,000</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>
\$360,000	\$120,000.00	\$120,000.00	\$120,000.00
\$90,000	\$30,000	\$30,000	\$30,000.00
\$135,000	\$45,000.00	\$45,000.00	\$45,000.00
\$180,000	\$60,000.00	\$60,000.00	\$60,000.00
\$31,500	\$10,500.00	\$10,500.00	\$10,500.00
\$36,000	\$12,000.00	\$12,000.00	\$12,000.00
\$18,000	\$6,000	\$6,000	\$6,000
\$18,000	\$6,000	\$6,000	\$6,000
\$31,500	\$10,500.00	\$10,500.00	\$10,500.00
<b>\$900,000</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>

**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: steven.joyce@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 \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Unmanned Aerial Vehicle (UAV) Liability:  
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
  - a. Express written permission must be granted by DEN.
  - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
  - c. Drone equipment must be properly registered with the FAA.
  - d. Drone operator(s) must be properly licensed by the FAA.
  - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
7. Excess/Umbrella Liability  
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

**H. Cooperation**

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

**I. Additional Provisions**

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

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

#### **J. Part 230 and the DEN Airport Rules and Regulations**

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

#### **K. Applicability of ROCIP Requirements**

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)



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



# MWBE Equity, Diversity, and Inclusion Plan

April 25, 2023

**Denver International Airport  
On-Call Environmental Consulting Services  
RFP No. 202266285**

---

Airport Office Building (AOB)  
Denver International Airport (DEN)  
8500 Pena Boulevard, Room 8810  
Denver, Colorado 80249-6340  
Contract Administrator (CA): Michael Vela  
E-Mail: [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com)



---

Trihydro Corporation  
1536 Cole Boulevard, Building 4, Suite 140 | Lakewood, CO 80401 | 303/679.3143  
[trihydro.com](http://trihydro.com)

# TABLE OF CONTENTS

**1.0 MWBE UTILIZATION STRATEGIES..... 1**

**2.0 TECHNICAL ASSISTANCE & SUPPORT SERVICES..... 2**

**3.0 PROCUREMENT PROCESS..... 2**

**4.0 COMMUNICATION & VENDOR MANAGEMENT..... 3**

**5.0 PAST PERFORMANCE..... 3**

**6.0 OFFEROR’S CULTURE..... 5**

**7.0 FUTURE INITIATIVES..... 5**

**8.0 TRIHYDRO’S MWBE SUBCONTRACTORS FOR THIS CONTRACT..... 5**

**9.0 TRIHYDRO’S OTHER SUBCONTRACTORS FOR THIS CONTRACT..... 6**

**10.0 CLOSING..... 8**

# LIST OF APPENDICES

**APPENDIX A..... TRIHYDRO SUPPLIER DIVERSITY PROGRAM**





## KEY TRIHYDRO PERSONNEL

### Client Manger:



**Allison Riffel, P.E.**  
Vice President  
(Lakewood, CO)

### Trihydro Diversity, Equity, and Inclusion Committee Chairs:



**Karissia Kersey**  
Vice President of  
Human Resources  
(Laramie, WY)



**Kurt Tuggle, P.E.**  
President and Chief  
Executive Officer  
(Laramie, WY)

## MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)

Trihydro understands that creating an inclusive environment where everyone feels valued and respected leads to a more engaged and productive workforce, both internally with our staff and externally with our teaming partners and subcontractors. Diversity brings a variety of perspectives and experiences that can lead to more innovative ideas and better decision-making. Furthermore, promoting equity, equality, and inclusiveness is not only the right thing to do, but it also benefits the bottom line. A company that values diversity and fosters an inclusive culture is more likely to attract and retain top talent, create stronger relationships with teaming partners and customers, and increase its competitive edge in the marketplace. Therefore, it is crucial for Trihydro to embrace diversity and inclusiveness in our workplace policies, practices, and culture.

We at DEN have updated the City Values Statement to reflect our commitment to equity, diversity, and inclusion in all aspects of our business. The new statement in part reads **“THROUGH EQUITABLE PROCUREMENTS, the City is committed to working on removing barriers and increasing access to City contracting opportunities for ALL BUSINESSES...”**

### 1.0 MWBE UTILIZATION STRATEGIES

Trihydro is committed to an environment of inclusion and to promoting and fostering a community of diverse suppliers. In order to further this commitment, Trihydro has formulated and implemented the following **Supplier Diversity Program**.

#### Our Vision

Trihydro believes in the value of diversity and is committed to including qualified suppliers in bid opportunities. We strive to develop a strong base of minority-owned, woman-owned, veteran-owned, LGBT-owned, persons with disabilities-owned, economically disadvantaged and other diverse suppliers that can provide first-rate goods and services.

#### Our Mission

Trihydro will demonstrate its commitment to minority-owned, woman-owned, veteran-owned, LGBT-owned, persons with disabilities-owned and other diverse or disadvantaged business enterprises by ensuring equal access to procurement opportunities. Trihydro will continue to identify and encourage the development of diverse suppliers that will strengthen the economic growth of diverse suppliers, as well as Trihydro, our clients and our community.

## Our Approach

Trihydro is committed to the following tangible goals to develop and expand our Supplier Diversity Program:

### **I. Engage leadership to increase Company-wide awareness and participation.**

- Trihydro will communicate this program and its diverse supplier goals through meetings, its corporate website, and contract training. Trihydro will appoint a senior leader to provide direction and leadership to the Supplier Diversity Program.

### **II. Establish measurable diversity goals and objectives.**

- Trihydro will establish a benchmark of diverse supplier spend by evaluating its most recent three fiscal years. After obtaining this data, Trihydro will develop appropriate diverse supplier spend goals.

### **III. Monitor and track our progress within this program.**

- In the spirit of continuous improvement, Trihydro will, at least annually, track Company-wide diverse supplier spending. Trihydro will also develop, as needed, client-specific diverse supplier spending plans and goals.

### **IV. Connect with diverse suppliers through events and online search tools.**

- Trihydro recognizes that building a diverse supplier base is a Company focused effort. To facilitate such development, Trihydro will seek to identify opportunities to network with diverse suppliers.

### **V. Communicate the value of diverse suppliers to employees, clients and other stakeholders.**

- Trihydro will seek opportunities to share the nature of its Supplier Diversity Program, along with the benefits of utilizing diverse suppliers, with relevant stakeholders including staff and current and prospective clients.

### **VI. Encourage and assist diverse suppliers with seeking certification, if applicable.**

- Trihydro recognizes the unique challenges posed for some suppliers by certification requirements. We are committed to encouraging qualified suppliers to seek certification and assisting where possible.

Through commitment to these goals, we believe we can further strengthen the diversity of our supplier base for the good of diverse suppliers, our Company, our clients and our community. We understand DEN's expectation that our MWBE EDI Plan and execution of the plan be innovative, comprehensive, open and transparent in order to make a significant impact.

## **2.0 TECHNICAL ASSISTANCE & SUPPORT SERVICES**

Assisting and guiding MWBE businesses can be an effective way for companies to support the next generation of small businesses. Here are some ways that a Trihydro can provide assistance and guidance to MWBE subcontractors:

- **Mentorship and coaching:** Trihydro can offer mentorship and coaching to MWBE subcontractors to help them improve their business practices and develop their skills. This can include guidance on project management, procurement, financial management, and other areas critical to success in the consulting industry.
- **Access to networks and resources:** Trihydro can provide MWBE subcontractors with access to our networks and resources, such as trade associations and business development programs. This can help MWBE subcontractors connect with potential clients, learn about new opportunities, and access the resources they need to grow their businesses.
- **Supplier diversity program:** As described above, Trihydro can support MWBE subcontractors by actively seeking out and doing business with them through our supplier diversity program.

- **Fair payment practices:** Trihydro will promote fair payment practices for MWBE subcontractors by setting clear payment terms, promptly paying invoices, and ensuring that subcontractors are paid fairly for their work. This can help MWBE subcontractors manage their cash flow and improve their financial stability.
- **Advocacy and policy support:** Trihydro can advocate for policies and regulations that support MWBE subcontractors, such as government set-asides and other initiatives that encourage the inclusion of diverse subcontractors in public and private projects.

Overall, by aiding and guiding MWBE subcontractors, Trihydro can help promote a more diverse and inclusive business environment. This can support the growth and success of the next generation of small businesses, while also creating a more equitable and sustainable economy.

### 3.0 PROCUREMENT PROCESS

As introduced above, Trihydro utilizes a Supplier Diversity Program in our robust procurement process. A copy of Trihydro's official Supplier Diversity Program document is provided in Appendix A.

### 4.0 COMMUNICATION & VENDOR MANAGEMENT

Effective communication strategies and assistance can help a company align their work with contract requirements when working with MWBE (Minority and Women-Owned Business Enterprises) subcontractors. Here are some strategies and assistance that a company can use to achieve this:

- **Clear Communication of Contract Requirements:** Trihydro will provide clear and concise communication of contract requirements to our MWBE partners. This will include a detailed breakdown of the scope of work, timelines, deliverables, and any other relevant details. The communication will also outline the consequences of non-compliance with the contract requirements.
- **Collaboration and Consultation:** Trihydro will work collaboratively with the MWBE subcontractor to identify any potential issues or concerns with the contract requirements. This involves consultation on the best practices for fulfilling the requirements, as well as any concerns that the MWBE subcontractor may have regarding their ability to comply with the requirements.
- **Training and Support:** Trihydro will provide training and support to the MWBE subcontractor to help them meet the contract requirements. This can include assistance with paperwork and compliance requirements, as well as training on best practices for completing the work.
- **Regular Communication and Monitoring:** Trihydro will establish regular communication and monitoring with the MWBE subcontractor to ensure that they are complying with the contract requirements, including regular progress updates, status reports, and review of deliverables.
- **Performance Incentives:** Trihydro can offer performance incentives to the MWBE subcontractor to encourage compliance with the contract requirements. This can include bonuses for completing work on time and within budget, as well as recognition for exceptional performance.

Overall, by utilizing clear communication, collaboration, training, monitoring, and performance incentives, Trihydro can effectively align our work with contract requirements when working with MWBE subcontractors. This can help ensure that both parties are able to meet their contractual obligations and achieve success on future projects.

## 5.0 PAST PERFORMANCE

### Internal Facing

triCORE, the umbrella for Trihydro's employee-led programs and committees, was established over 10 years ago with a mission is to create a culture of wellness, prosperity, and inclusiveness within the company. triCORE committees and programs strive to develop engaged employees who enhance morale, take charge of their personal and professional development, provide quality products and services, contribute to our communities, and make Trihydro the best place to work. The member committees of triCORE are as follows:

- **Diversity, Equity, and Inclusion:** Our newest member of triCORE, the Diversity, Equity, and Inclusion (DEI) committee's mission is ensuring current and future Trihydro team members from all backgrounds enjoy equal access to resources and opportunities, and that we attract the best talent from across a broad spectrum of experience, ideas, and communities. The committee recommends strategies to celebrate and enhance diversity within Trihydro and work to remove barriers that may impede inclusion and equity.
- **Employee Engagement:** The Employee Engagement improves and enhances Trihydro's culture. Past achievements include the creation of a Career Path Matrix, an Employee Giving Program, and an Internal Marketing Campaign.
- **Employee Mentoring:** The Trihydro Mentoring Program has been going strong for 7 years with over 380 participants. Mentors and protégés across the country are paired together annually, based on several factors including interest, availability, and survey response feedback. Mentors and protégés work on career path development, goal setting, technical training, project management, leadership development, business development, public speaking, and more. Once paired, mentors and protégés work in coordination to develop plans, set up meetings, and support each other throughout the year.
- **Employee Wellness:** Trihydro's Employee Wellness Program encourages employees to attend to their physical, emotional, and mental health in their personal and professional lives. The program organizes wellness challenges, shares wellness related information and resources, and offers incentives for participation in various wellness initiatives.
- **Sustainability:** In 2009, Trihydro launched its Sustainability Management Program to evaluate environmental impacts and establish targets related to reducing resource consumption, greenhouse gas emissions, and waste volumes. The Sustainability Committee includes employees with diverse professional experience who are passionate about minimizing Trihydro's environmental footprint and are dedicated to promoting environmental, social, and governance (ESG) initiatives for employees, clients, and communities.
- **Technical Leadership Program:** The Technical Leadership Program (TLP) stewards Trihydro's technical capabilities by providing professional development for employees, maintaining Trihydro's position as a technical leader, and promoting knowledge sharing and best practices across all sectors of our scientific and engineering work. To provide our clients with responsive, high-quality services, TLP team members function as "the consultants to the consultants," educating Trihydro employees about the latest developments in science, engineering, and technology and equipping them with tools and resources for project success.
- **Emerging Professionals:** Emerging Professionals is a group that assists Trihydro employees who are in the early stages of their career, typically between 0 and 5 years of experience, to create an internal network and gain insight about their future at Trihydro. This includes encouraging emerging professionals to take advantage of the opportunities Trihydro has to offer for career development and industry experience; augmenting new employees' knowledge of Trihydro's diverse projects and our company's culture and leadership; providing resources to assist employees in obtaining their professional licensures/certifications to boost their professional standing in the industry; and sharing experience and knowledge through presentations from established Trihydro employees from around the company.

## **External Facing**

Trihydro has a history of utilizing MWBE and disadvantaged partners in our operations to not only meet contract expectations but also to develop strong partnerships for future work. By working with MWBE partners, Trihydro has been able to tap into a diverse pool of suppliers, vendors, and contractors who bring a wealth of knowledge, skills, and perspectives to the table. These partnerships have not only helped Trihydro deliver projects successfully but also to increase its reach and impact in the communities we serve. Moreover, these partnerships have opened doors for future collaborations and have enabled Trihydro to build a reputation as an inclusive and socially responsible business. By continuing to prioritize MWBE partnerships, Trihydro is not only meeting its contractual obligations but also contributing to a more equitable and inclusive business landscape.

Trihydro is currently partnered with nearly 50 MWBE and disadvantaged businesses on active projects throughout the United States. These businesses include minority owned, woman owned, veteran owned, service-disabled veteran owned, Alaska Native, and HUBZone firms reaching from Alaska to Florida.

## **6.0 OFFEROR'S CULTURE**

Trihydro will communicate effectively with our MWBE partners to ensure they have a clear understanding of their contractual expectations and requirements. The first step is to establish open lines of communication with the subcontractors and maintain regular contact throughout the project. Trihydro will provide the MWBE subcontractors with a detailed scope of work, specifications, and timelines, and ensure that they have a thorough understanding of their roles and responsibilities. Clear and concise communication is key, and any changes to the project will be communicated promptly. If necessary, Trihydro will offer training and support to MWBE subcontractors to ensure they have the necessary skills and resources to deliver their work to the required standards. By aligning the work of our MWBE subcontractors with contract expectations, Trihydro can ensure that project responsibilities are completed successfully and that all parties benefit from the partnership.

## **7.0 FUTURE INITIATIVES**

Trihydro will continue to focus on key partnerships by prioritizing relationships with disadvantaged businesses. This can include seeking out partnerships with businesses owned by underrepresented groups, partnering with organizations that promote diversity and inclusion, and engaging in collaborative efforts to address social and environmental issues. Trihydro will also prioritize relationships with partners who share our values of equity, diversity, and inclusiveness and ensure that these partnerships are mutually beneficial and transparent. Additionally, we can leverage our partnerships to support underrepresented groups and promote diversity and inclusion in the broader community. By remaining focused on these initiatives, a Trihydro can create meaningful relationships and collaborate with diverse partners to achieve shared goals.

Trihydro has worked with a number of CCOD MWBE entities as part of previous projects, including on CCOD projects. However, for this DEN airport environmental consulting services proposal, Trihydro proactively contacted a large number of MWBE entities in order to explore this and other future teaming opportunities. Based on our discussions, Trihydro proposes to utilize the following MWBE subcontractors as part of execution of the contract over the next three years:

- Eagle Synergistics, LLC
- Legacy Traffic Management, LLC
- Authentic Drilling
- Iris Mitigation and Design, Inc.
- Wee-cycle Environmental Consulting, Inc.



At least two of our proposed MWBE subcontractors (Iris Mitigation and Design, Inc; Eagle Synergistics) have already worked at the DEN airport and with Trihydro, so they are familiar with the expectations for safety and performance. Details on the type of services each MWBE subcontractor can provide are included in Section 2.0 of our proposal narrative and on Form 1B provided with our proposal. We understand that changes to the scope of work of an MWBE will be carefully monitored by Trihydro in accordance with Section 28-136 of the Denver Revised Municipal Code (DRMC).

- **Termination, Substitution, and Reduction in Scope (Section 28-136, DRMC):**
- A contractor/ consultant must have good cause to terminate, substitute or reduce scope of an MWBE.

## 8.0 TRIHYDRO'S MWBE SUBCONTRACTORS FOR THIS CONTRACT

### **Eagle Synergistics, LLC**

Trihydro proposes to utilize Eagle Synergistics (Golden, Colorado) as a specialized High Resolution Site Characterization (HRSC) drilling contractor. Trihydro has worked on numerous projects across the country with Eagle Synergistics. We particularly appreciate their attention to quality, details, and safety. Eagle Synergistics is registered with the CCOD as a MWBE for environmental assessment and remediation. Eagle is currently working at the DEN airport on environmental assessment activities. Trihydro worked with Eagle Synergistics on a CCOD project for the DDPHE providing specialized drilling services, where 23% of the final project value was completed by Eagle Synergistics.

### **Authentic Drilling**

Trihydro proposes to utilize Authentic Drilling (Kiowa, Colorado) as a specialty geotechnical, environmental, and water well drilling contractor. They offer drilling services using a variety of drill rigs (sonic, air rotary, mud rotary, hollow stem auger) and coring services. Authentic Drilling is certified with the CCOD as a MWBE as well as SBE, and DBE.

### **Legacy Traffic Management, LLC**

Trihydro proposes to utilize Legacy Traffic Management, LLC, a full-service traffic management provider. Legacy has been included as a subcontractor on completed projects under our CCOD DDPHE on-call environmental contract. Legacy has provided traffic management plans, and has executed traffic management services including barricade services, flagging services, and traffic control signs. Legacy Traffic Management, LLC is certified with the CCOD as a MWBE as well as SBE, DBE, and EBE.

### **Weecycle Environmental Consulting, Inc.**

In case hazardous materials may be present, Trihydro proposes to utilize Weecycle Environmental Consulting to perform asbestos and lead-based paint surveys and inspections. Weecycle also performs radon testing, air monitoring specialists, and indoor air quality investigations for mold.

### **Iris Mitigation and Design, Inc.**

Iris Mitigation and Design, Inc. (Iris) is a specialty ecological services firm located in Golden, Colorado. Iris provides wetland, wildlife, and threatened/endangered species assessments, impact analysis, federal and state permitting, native plant/habitat restoration and mitigation, and long-term monitoring on projects throughout the Rocky Mountain West. Iris was founded in 2007 and is focused on providing ecological solutions to project sites throughout Colorado. Iris has a vision to assist with project planning and design while avoiding and minimizing impact to natural resources and working to enhance the site-specific resources. Iris has completed many successful projects from the design stage through plant/seed installation through final agency approval

and project sign-off. Iris has long-term association with Federal, State, and County entities involved in project permitting and has long-term biological experience in native plant restoration and mitigation to achieve project success. Iris has previously provided ecological services at the DEN airport (revegetation in the bowl where the light rail terminates at DEN), wetland delineation, permitting, and threatened & endangered species (T&E) assessment work. Most recently Iris worked on a team with Wright Water Engineers, noted below as a proposed teaming partner on this proposal, to draft an EMS Work Instruction For Wetland Differentiation and Permitting (large-scale) for DEN. In addition, Iris worked as a subcontractor to Trihydro on behalf of CCOD Parks & Recreation to support native plant restoration at a local Denver area park (Pasquinel's Landing), where 54% of the final project value was completed by Iris, surpassing our MWBE goal for the contract.

## 9.0 TRIHYDRO'S OTHER SUBCONTRACTORS FOR THIS CONTRACT

### Wright Water Engineers

Trihydro has identified Wright Water Engineers, Inc. (WWE) as a teaming partner on this contract to provide services related to stormwater management. WWE is currently an approved CCOD subcontractor and has been a teaming partner with Trihydro since 2017. WWE and Trihydro have worked together on a stormwater project on behalf of the CCOD to evaluate the effectiveness of stormwater best management practices (BMPs). The tasks associated with that work primarily included developing and implementing site-specific monitoring plans to assess the hydraulic and water quality performance of various BMPs. WWE has also worked with the CCOD to update its storm drainage criteria manual and to perform an assessment of potential phosphorus loading to the storm sewer system due to the potential addition of orthophosphate to Denver Water's potable water supply.

WWE has extensive local, state and national experience working on stormwater projects. WWE staff routinely work on flood control and mapping studies, watershed management plans, stormwater master plans, MS4 inspections and permitting assistance, stormwater criteria manuals and policies, stormwater monitoring, infrastructure maintenance, among others. WWE's key stormwater personnel have collectively published hundreds of papers on these topics, taught university-level and continuing education courses in the stormwater engineering field, played major roles in preparation of reference books and manuals of practice, and have frequently served as expert witnesses on stormwater management and flood control issues. Finally, WWE personnel have led the ongoing development of the International BMP Database ([www.bmpdatabase.org](http://www.bmpdatabase.org)) and also led the development of the Colorado Stormwater Center (<http://stormwatercenter.colostate.edu/>).

### Survey Systems, Inc. (SSI)

In addition to Trihydro's in-house survey team, we will utilize Survey Systems, Inc. for professional land surveyor services. SSI has over 25 years of experience providing surveying services in Colorado and is a service-disabled veteran-owned Small Business Enterprise (SBE) with the CCOD. SSI has been an On-Call Surveyor for Denver Housing Authority for the past 8 years, providing surveying services on a variety of sites, including lots, subdivisions, and solar farms by the DEN Airport. SSI has conducted a broad range of surveying tasks within the City and County of Denver, including Site Development Plans, Zone Not Amendments, Subdivision Plats, Site Development Plans, American Land Title Association (ALTA)/National Society of Professional Surveyors (NSPS) Land Title Surveys, Improvement Survey Plats, Land Survey Plats, Flood Plane determinations, Utility Master Planning. SSI personnel also have the valuable experience of working with the staff surveyors at the CCOD. Trihydro has worked with SSI on the Holden Place Phase II ESA project on behalf of CCOD. SSI is currently an approved CCOD subcontractor.

### Pace Analytical

Trihydro proposes to utilize Pace Analytical for laboratory analysis as the need arises as part of environmental testing. Trihydro has worked with Pace Analytical Laboratory (<https://www.pacelabs.com/>)

for over 24 years for analysis of soil and groundwater data. Pace has worked with Trihydro on high profile and difficult analyses involving many laboratories. Their local Denver service center allows them to provide timely courier service, when needed. As a nationwide laboratory, they have the flexibility of utilizing their large network of laboratories to offer a comprehensive suite of analytical methods in a timely fashion or to run a large number of samples at a single location. Trihydro routinely relies on Pace's excellent door to door service for container pickup and delivery from our Golden Office, and has utilized Pace on behalf of CCOD on the Holden Place Phase II ESA, and on several waste characterization projects for the CCOD Department of Parks and Recreation.

### Pine Environmental

In terms of suppliers, Trihydro proposes to utilize Pine Environmental to provide rental equipment for environmental testing (soil, groundwater, air). Pine is conveniently located close to the DEN airport and our Trihydro Lakewood office, and offers courier delivery and pickup. Pine offers very competitive rental rates, same day delivery for most items, 24/7 technical support, and a broad range of equipment to support environmental assessment and remediation activities.

### Clean Harbors Environmental Services, Inc.

Trihydro proposes to utilize Clean Harbors for emergency spill response activities. Their local Denver office can support a wide range of waste management and maintenance activities at the DEN airport. The Clean Harbors Technical Services provides a broad range of vertically integrated hazardous and non-hazardous material management services. These include collection, packaging, transportation, recycling, treatment, and disposal services, which are offered at Company-owned recycling, incineration, landfill, wastewater, and other treatment facilities. Clean Harbors operates more than 100 hazardous waste disposal facilities. The Clean Harbors Industrial and Field Services provides industrial and specialty services. These include high-pressure and chemical cleaning, hydro excavation, material processing, leak detection and repair, line tapping and oilfield transport and production services. Clean Harbors also provides a wide variety of environmental cleanup services, including tank cleaning, decontamination, multi-media remediation (including PFAS) and spill cleanup. Trihydro has worked with Clean Harbors since 2013 on projects across the United States, particularly on spill cleanup, including at Aspen Airport where Trihydro provided confirmation soil sampling following excavation of impacted soils by Clean Harbors.

## 10.0 CLOSING

Trihydro embraces a "One-Team" approach to our work. We treat our partners and subcontractors as one cohesive team and support smaller businesses, especially those considered to be disadvantaged, to be successful by prioritizing collaboration, communication, and mutual respect. This involves creating a culture that values our subcontractors and recognizes their unique skills and contributions. Trihydro will also provide clear expectations, guidelines, and feedback to ensure that all parties are working towards a common goal. In addition, Trihydro will invest in training and resources for subcontractors, foster an open dialogue, and actively seek feedback to continuously improve our working relationships. By treating disadvantaged subcontractors as valued members of the team, providing them with the necessary resources and support, and fostering a collaborative and respectful working environment, we create a mutually beneficial relationship that supports the success of all parties in pursuit of this contract.



**Through strategic Small Business Utilization, Trihydro will support DEN's MWBE goals.**

**Appendix A:**  
**Trihydro Supplier Diversity Program**

## **TRIHYRO CORPORATION**

### **SUPPLIER DIVERSITY PROGRAM**

Trihydro Corporation is committed to an environment of inclusion and to promoting and fostering equality of job opportunities to all applicants and employees regardless of race, gender, religion, age, national origin, and disability and to ensuring tolerance, respect, and dignity of all people. Trihydro Corporation is committed to providing fair and equal procurement opportunities for all competent providers of quality goods and services.

#### **OUR VISION**

Trihydro Corporation believes in diversity and is committed to including all qualified suppliers in bid opportunities without regard to race, nationality, gender, disability, age, or any other category protected under applicable law. We strive to develop a strong base of high-quality minority-owned, woman-owned, and other disadvantaged suppliers that can provide superior goods and services.

#### **OUR MISSION**

Trihydro Corporation will demonstrate and continue to enhance its commitment to Minority, Women-Owned and Disadvantaged Business Enterprises (MWDBEs) by ensuring fair and equal competition for procurement opportunities of quality goods and services. Trihydro Corporation will continue to identify and encourage the development of additional MWDBEs that will strengthen economic growth with our company.

#### **DEFINITIONS**

##### **EQUAL EMPLOYMENT OPPORTUNITY**

- A.** E.O. 11246, as amended by E.O. 11375 (Race, Color, Religion, Sex and National Origin)
- 1.** If the contract is in excess of \$10,000, the Vendor agrees to comply with the provisions of Section 202 of such Order (the "Equal Opportunity Clause"), which clause is incorporated herein by reference pursuant to the regulations promulgated under such Order (41 C.F.R. Sec. 60-1.4(d)).
  - 2.** If the contract is in excess of \$10,000, the Vendor certifies that it does not maintain or provide, nor will it maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit nor will it permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.\* Vendor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of Executive Order 11246. Vendor further agrees that (except where it has obtained identical certifications from proposed Vendors for specific time periods) it will obtain identical certifications from proposed Vendors prior to the award of Vendors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the prescribed notice to such proposed Vendors (except where the proposed Vendors have submitted identical certifications for specific time periods).\*\*
  - 3.** If the contract is in excess of \$50,000 and the Vendor has more than 50 employees, the Vendor agrees (a) to file annually, on or before March 31 of each year, (or within 30 days after the award of such contract if not filed within 12 months preceding the date of the award), complete and accurate reports on Standard Form 100 (EEO-1) with the appropriate

governmental agency, in accordance with the regulations issued by the Secretary of Labor (41 C.F.R. Sec. 60-1.7), and (b) to develop a written affirmative action compliance program for each of its establishments in accordance with the regulations issued by the Secretary of Labor (41 C.F.R. Sec. 60-1.40).

**B. E.O. 11701 (Section 402-Veterans Readjustment Act of 1974)**

If the contract is in excess of \$10,000, the Vendor agrees to comply with the affirmative action clause and regulations promulgated under such Order (41 C.F.R. Part 60-250) which clause is incorporated herein by reference pursuant to Section 60-250.22 of such regulations. \*As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

\*\*The form of the prescribed notice is as follows: NOTICE TO PROSPECTIVE VENDORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certificate of Nonsegregated Facilities as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**C. Section 905 (Railroad Revitalization and Regulatory Reform Act of 1976)**

1. The Vendor agrees to comply with the requirements of Title 49 C.F.R. 265 Subpart B of the regulations promulgated under such Act regarding "Nondiscrimination in Federally Assisted Railroad Programs" and the nondiscrimination clauses therein are incorporated herein by reference.
2. If the contract is for \$50,000 or more, the Vendor agrees to comply with and implement the Affirmative Action Program established pursuant to Section 265.11 of 49 C.F.R.

**D. Public Law 95-507, Section 211, 15 U.S.C. Section 637 (Small Businesses and Small Socially and Economically Disadvantaged Businesses)**

1. If the contract is in excess of \$10,000, the Vendor agrees to use its best efforts to provide small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, as defined in 45 F.R. 35809, with the maximum practical opportunity to participate in the performance of such contract to the fullest extent consistent with the efficient performance thereof in accordance with the regulations promulgated by the Office of Federal Procurement Policy (OFPP), 45 F.R. 35809, dated May 28, 1980, which are incorporated herein by reference.
2. Negotiated Contracts. If the contract is in excess of \$500,000, the Vendor agrees to comply with the small business and small disadvantaged business subcontracting plan as set forth in 45 F.R. 35810, dated May 28, 1980, which are incorporated herein by reference.

**E. Executive Order 12138 (Women's Business Enterprises Program)**

1. If the contract is in excess of \$10,000, the Vendor agrees to use its best efforts to provide women-owned businesses, as defined at 45 F.R. 35815, with the maximum practical opportunity to participate in the performance of such contract to the fullest extent consistent with the efficient performance thereof, in accordance with the regulations of the Office of Federal Procurement Policy (OFPP) issued pursuant to this Order and appearing at 45 F.R. 35814, dated May 28, 1980, which are incorporated herein by reference.
2. Contracts over \$500,000 or \$1 Million for construction of any public facility. If the contract is in excess of \$500,000 or \$1 Million for construction of any public facility, the Vendor agrees to comply with the regulations promulgated by the Office of Federal Procurement Policy (OFPP) appearing at 45 F.R. 35815, dated May 28, 1980, which are incorporated herein by reference.

### **CERTIFICATION**

Suppliers will be required to verify MWDBE status for each contract award. The Non-Discrimination-Equal Opportunity Form is provided and referenced herein as Attachment A.

### **CONTACT**

If you have any questions concerning the Trihydro Corporation Supplier Diversity Program, please contact us:

Trihydro Corporation  
1252 Commerce Drive  
Laramie, WY 82070  
Phone: (307) 745-7474  
Fax: (307) 745-8214

**EXHIBIT A**  
**TRIHYRO CORPORATION**  
**NONDISCRIMINATION – EQUAL EMPLOYMENT OPPORTUNITY**

Purchase Order No.: \_\_\_\_\_ Date: \_\_\_\_\_

Job No.: \_\_\_\_\_

Owner: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Agreement: \_\_\_\_\_

For purposes of work to be performed under the referenced Purchase Order, Vendor agrees as follows:

**A. Compliance:** During the performance of this work Vendor will be in full compliance with Executive Orders 11246 (as amended by 11371), 11701, 11625, 11758, 12138 and the provisions of 15 U.S.C. Section 637, and with the regulations, rules and orders issued thereunder, to the extent such requirements are applicable to Vendor.

**B. Information Attached:** The attached copy of Trihydro's contract supplement briefly describes the referenced Executive Orders and law.

**C. Provider's Status:** Please indicate by check mark if Subcontractor is a:

- Minority Business Enterprise \_\_\_\_\_
- Black American \_\_\_\_\_
- Asian-Indian American \_\_\_\_\_
- Asian-Pacific American \_\_\_\_\_
- Hispanic American \_\_\_\_\_
- Native American \_\_\_\_\_
- Small Business Concern \_\_\_\_\_
- Small Business Concern \_\_\_\_\_
- Owned and Controlled \_\_\_\_\_
- By Socially and Economically \_\_\_\_\_
- Disadvantaged Individuals \_\_\_\_\_
- Women-Owned Business Concern \_\_\_\_\_



Non-Minority Woman \_\_\_\_\_

**D.** Indicate whether or not Subcontractor is certified by a regional affiliate of the National Minority Supplier Development Council (NMSDC), or by the Women’s Business Enterprise National Council (WBENC) and its affiliates (provide a copy of the certificate):

Certified Affiliate of the NMSDC: \_\_\_\_\_

Certified Affiliate of the WBENC: \_\_\_\_\_

**E. Acceptance and Certification:** Subcontractor must indicate receipt of this Equal Employment Opportunity information and compliance, if required, by its signature:

\_\_\_\_\_  
**FIRM/COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Diversity and Inclusiveness\* in City Solicitations Information Request Form

Submission date: **20 April 2023, 8:43AM**

Receipt number: **1833**

Related form version: **6**

## Page 1/2

Business Email Address	<b>information@trihydro.com</b>
Enter Email Address of City and County of Denver contact person facilitating this solicitation	<b>contract.procurement@flydenver.com</b>
Please provide the City Agency that is facilitating this solicitation:	<b>Denver International Airport</b>
Project Name	<b>On-Call Environmental Consulting Services</b>
Solicitation No. (If Applicable)	<b>RFP No. 202266285</b>
Name of Your Company	<b>Trihydro Corporation</b>
What Industry is Your Business?	<b>Professional</b>
Street Address	<b>1536 Cole Boulevard, Building 4, Suite 140</b>
City	<b>Lakewood</b>
State	<b>CO</b>
ZIP Code	<b>80401</b>
Business Phone Number	<b>303-679-3143</b>
Business Facsimile Number	<b>307-745-7729</b>

## Page 2/2

1. How many employees does your company employ? **Over 100**

1A. How many of your employees are full time? **465**

1B. How many of your employees are part time? **60**

2. Do you have a Diversity and Inclusiveness Program? **Yes**

2.1. Employment and retention? **Yes**

2.2. Procurement and supply chain activities? \* **Yes**

2.3. Customer Service? **Yes**

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) \*

**Trihydro strives for a culture where all employees are recognized for their value, feel included and know they are treated fairly. We recognize our employees value that type of work environment as well. We believe that a workforce with diverse experience, skills, backgrounds, and ideas provides better solutions and higher quality products for our clients; we believe in a workforce where everyone is empowered to pursue their careers while maintaining their individuality.**

**Our Diversity, Equity, and Inclusion (DEI) committee's mission is ensuring current and future Trihydro team members from all backgrounds enjoy equal access to resources and opportunities, and that we attract the best talent from across a broad spectrum of experience, ideas, and communities. The committee will recommend strategies to celebrate and enhance diversity within Trihydro and work to remove barriers that may impede inclusion and equity.**

**The DEI committee focuses on establishing specific goals and action items for the program. In general, these goals and objectives include:**

- Celebrating diversity and enhancing our ability to attract the very best candidates, foster diversity, and make us stronger**
- Supporting inclusion within the organization to enhance our positive work environment and empower staff**
- Ensuring equity to foster a culture of respect and maintain productivity**

4. Does your company regularly communicate its diversity and inclusiveness policies to employees?

**Yes**

5. How often do you provide training and diversity and inclusiveness principles?

**Annually**

5.1 What percentage of the total number of employees generally participate? **76 - 100%**

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

**Trihydro utilizes a Supplier Diversity program: Trihydro Corporation is committed to an environment of inclusion and to promoting and fostering equality of job opportunities to all applicants and employees regardless of race, gender, religion, age, national origin, and disability and to ensuring tolerance, respect, and dignity of all people. Trihydro Corporation is committed to providing fair and equal procurement opportunities for all competent providers of quality goods and services. OUR VISION Trihydro Corporation believes in diversity and is committed to including all qualified suppliers in bid opportunities without regard to race, nationality, gender, disability, age, or any other category protected under applicable law. We strive to develop a strong base of high-quality minority-owned, woman-owned, and other disadvantaged suppliers that can provide superior goods and services. OUR MISSION Trihydro Corporation will demonstrate and continue to enhance its commitment to Minority, Women-Owned and Disadvantaged Business Enterprises (MWDBEs) by ensuring fair and equal competition for procurement opportunities of quality goods and services. Trihydro Corporation will continue to identify and encourage the development of additional MWDBEs that will strengthen economic growth with our company. We have provided a copy of our Supplier Diversity document in the attachment portion of this form.**

7. Do you have a diversity and inclusiveness committee? **Yes**

8. Do you have a budget for diversity and inclusiveness efforts? **Yes**

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? **Yes**

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.

**Check Here if the Above Statement is True.**

Name of Person Completing Form

**Jeff McDonald**

Today's Date

**04/20/2023**

NOTE: Attach additional sheets or documentation as necessary for a complete response.

[Trihydro Corporation-Supplier Diversity Program.pdf](#)