

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional inspection services for airport construction projects; and

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

WHEREAS, Consultant’s proposal was selected for award of the Special Inspection Services contract (the “**Project**”); 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; and

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

A. Scope of Services. Consultant shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** (“**Scope of Work**”), in accordance with Task Orders, schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through a Task Order 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. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Consultant shall comply with **Exhibit D** regarding Task Orders.

C. Standard of Performance.

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

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

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

iv. Consultant shall be liable to the City for all acts and omissions of Consultant and its employees, subcontractors, agents, and any other party with whom Consultant contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Construction Administration. If Consultant’s Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a) the City’s execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City’s issuance of the notice to proceed to the contractor(s).

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

F. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. Consultant shall request the CEO’s approval in writing and shall include a description of the nature and extent of the services to be

provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

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

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

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

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

G. Personnel Assignments.

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the 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 Parties. Consultant also agrees to allow the City to review any of the procedures 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 six (6) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two (2) one-year periods, on the same terms and conditions, by written notice from the CEO to Consultant. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Consultant completing the work under an issued Task Order, 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.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement or any Task Order issued pursuant to this Agreement at any time with or without cause. Upon receipt of notice from the SVP, 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 contained in the Task Order 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.

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

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

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), 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 or the Task Order 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 or the Task Order pursuant to Section 4 (C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order 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 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement or any Task Order pursuant to Section 4(C)(ii), 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 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement or any Task Order, 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.

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

- i. All costs of correcting and replacing any affected design documents, including reproducible drawings;
- ii. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and
- iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.
- iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Ten Million Dollars and No Cents (\$10,000,000.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

D. Fee. Initial hourly rates and charges are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

i. Late Fees. 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.

ii. Travel Expenses. 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.

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

i. This Agreement is subject to D.R.M.C., Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”), and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is 30%. Consultant shall comply with the EDI Plan attached as *Exhibit F* (“**Equity, Diversity and Inclusion (“EDI”) Plan**”) and as it may be modified in the future by the Division of Small Business Opportunity (“**DSBO**”) during performance of this Agreement.

ii. Under D.R.M.C. § 28-68, Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded,

unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other agreement modifications, or as otherwise described in D.R.M.C. § 28-70, Consultant acknowledges that:

a. If required by DSBO, Consultant shall develop and comply with an EDI Plan in accordance with D.R.M.C. § 28-63. Along with the EDI Plan requirements, 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.

b. If Agreement modifications are issued under the Agreement, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other agreement 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 Agreement, 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 immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Consultant to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

f. 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.

B. Prompt Pay of MWBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Consultant shall make payment

by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice.

C. Prevailing Wage. 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.

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

iv. 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.

v. 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.

D. City Minimum Wage. To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. **INSURANCE REQUIREMENTS:**

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

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

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

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

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

8. **DEFENSE AND INDEMNIFICATION:**

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

representatives, subcontractors, or suppliers (“**Claims**”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

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

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

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

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

A. Status of Consultant. Parties agree 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 the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Consultant or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Compliance with all Laws and Regulations.

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement 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 the City to:

Ground Engineering Consultants, Inc.
41 Inverness Drive East

Englewood, Colorado 80112

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (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 Subsection (E)(ii).

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

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

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

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

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

J. Venue. Venue for any action arising hereunder shall be in the City and County of

Denver, Colorado.

K. Cooperation with Other Contractors.

- i. 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.
- ii. 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.

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

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

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

O. No Authority to Bind City to Contracts. 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.

P. Information Furnished by the City. 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.

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

R. Taxes and Costs. 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.

S. Environmental Requirements. 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.

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

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

iii. 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.

iv. 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.

T. Non-Exclusive Rights. 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.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by

economically or socially disadvantaged individuals. Consultant is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the 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.

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

D. Colorado Open Records Act.

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

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise 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, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, 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 the 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 the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to 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 audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

ii. Additionally, Consultant agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of 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.

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

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

G. City Smoking Policy. 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.

H. Conflict of Interest.

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

ii. 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.

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

iv. 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 the City may terminate the Agreement for cause or for its convenience.

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

i. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

ii. The Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with

a worker without authorization to perform work under this Agreement in the future.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

iii. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Consultant from submitting bids or proposals for future contracts with the City.

12. SENSITIVE SECURITY INFORMATION:

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 the Code of Federal Regulations, 49 C.F.R. Part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

13. DEN SECURITY:

A. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the 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 the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of 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.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: EDI Plan

Exhibit G: Request for Proposals and Consultant's Response to Request for Proposals

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit F
- Exhibit D
- Exhibit E
- Exhibit G

16. CITY EXECUTION OF AGREEMENT:

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

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Consultant 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-202161445-00
Contractor Name: GROUND ENGINEERING CONSULTANTS, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202161445-00
GROUND ENGINEERING CONSULTANTS, INC.

DocuSigned by:
By: Andrew Suedkamp
8B68F2D4129841D...

Name: Andrew Suedkamp
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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

Ground Engineering Consultants, Inc.
Contract No. 202161445

■ DENVER INTERNATIONAL AIRPORT



1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN.

1.1 GENERAL

- 1.1.1 The Consultant, as deemed necessary by the Senior Director of AIM DEV, will provide professional, technical and support staff to fill various positions required to provide project-specific services required for projects managed within AIM DEV's groups. Under this contract these project-specific duties shall include special inspection, as well as other duties as requested.
- 1.1.2 The Consultant shall be "an approved agency" and be able to provide "qualified persons" to perform Special Inspections as referenced in Chapter 17, Section 1704 of the International Building Code (IBC), and as amended by the latest City and County of Denver Building Permit Policy. As "an approved agency" or Special Inspection Agency the Consultant shall also provide material testing services as defined in the Project Task Order.
- 1.1.3 It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order RFP minimum qualifications. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- 1.1.4 Consultant-provided staff will be part of integrated teams consisting of City and County of Denver (CCD) employees and other consultants. They will follow established lines of authority and standard communication procedures to ensure that all measurable requirements for a project have been met and projects are successfully completed.

2 PROJECT SERVICES

2.1 PROJECT STAFFING PROCESS

- 2.1.1 All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) values and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task execution process.
- 2.1.2 The Consultant shall maintain and provide an electronic cost-loaded staff utilization plan demonstrating Special Inspection project assignments, normal hours of work (e.g.: day shift, night shift, etc.), and burn-rates weekly to the Senior Director and/or an appointee. Web-based dashboards/reports are preferred. The format of this plan may be modified from time-to-time at the request of the Senior Director and/or appointee.



AIM DEVELOPMENT
SPECIAL INSPECTION SERVICES

- 2.1.3 No work shall be performed under any task order without a signed Notice to Proceed (NTP) by the Senior Director and/or an appointee, or without sufficient funds encumbered on an approved purchase order to cover the cost of the continued work.
- 2.1.4 All work associated with development of task order proposals shall be included in the Consultant's multiplier.

2.2 SPECIAL INSPECTION DUTIES

- 2.2.1 During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved to mitigate the impact of this phase on the day-to-day operation of DEN. Special Inspection services during the Build phase task order may include but are not limited to:
 - 2.2.1.1 Project Staffing – Upon receipt of each project specific Task NTP and prior to the start of any project, the Consultant's personnel shall coordinate with the DEN Project Manager (DEN PM) to review Special Inspection Service requirements.
 - 2.2.1.2 Project Oversight – Consultant's personnel shall monitor and report any observed deficiencies or non-compliance of the contractor's work to the DEN PM.
 - 2.2.1.3 Special Inspections – Consultant's personnel shall provide special inspection requirements to observe and report that projects are completed per contract documents. A registered design professional will perform structural observations during construction. All observed deficiencies will be immediately reported to the DEN PM. Prior to the start of any project the Consultant will meet the assigned DEN Project Management team to review project documents for any special inspection/testing requirements and provide a fee proposal. See Exhibit D - TASK PROPOSALS AND EXECUTION PROCESS.
 - 2.2.1.4 Special Inspection Testing – Prior to the start of any project the Consultant shall coordinate with the DEN Project Management to review the project documents for any special inspection testing needs. The Consultant shall prepare a fee proposal to perform special inspection and special inspection testing. See Exhibit D - TASK PROPOSALS AND EXECUTION PROCESS.
 - 2.2.1.5 Reports – The consultant's personnel shall prepare and keep accurate and detailed project records using electronic systems and prepare reports in the format and frequency required.
 - 2.2.1.6 Submittals/Shop Drawing Review – Consultant's personnel will review and be familiar with all approved submittals, shop drawings and material



AIM DEVELOPMENT
SPECIAL INSPECTION SERVICES

samples to assure that all products being installed in the work are in accordance with the approved documentation.

- 2.2.1.7 Meetings – Consultant’s personnel shall participate in project meetings as identified in the task RFP by the DEN PM.
- 2.2.1.8 Claims/Disputes - At the direction of the Senior Director and/or an appointee, the consultant’s personnel shall assemble and provide pertinent background information as requested and assist in negotiating settlement.

3 COORDINATION AND ADMINISTRATION OF CONSULTANT’S WORK

3.1 GENERAL

- 3.1.1 Following receipt of a fully executed Agreement, the Consultant shall meet with the Senior Director and/or an appointee, and others, in order that the appropriate employees and/or Sub-consultants of the Consultant obtain an adequate and complete understanding of AIM DEV goals, needs, and requirements for all assigned tasks, and therefore may properly execute task(s).
- 3.1.2 The Consultant agrees that all personnel whom it assigns to any project or projects under this Agreement shall be approved in writing by the Senior Director and/or an appointee prior to commencing their duties under this Agreement, and DEN reserves the right to accept or reject any proposed personnel and to require the removal, reassignment, or addition of personnel, as the Senior Director in his/her discretion directs.

4 QUALIFICATIONS AND WAGES OF CONSULTANT’S PERSONNEL

4.1 PERSONNEL

- 4.1.1 The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Principal Project Manager (PPM), who shall be the operational point of contact with the Senior Director and/or an appointee. The Consultant’s PPM shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work. The PPM’s time on this contract will be included in the overhead multiplier and not be billed separately to any project task.
- 4.1.2 The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant



AIM DEVELOPMENT

SPECIAL INSPECTION SERVICES

employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The Senior Director reserves the right to require the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements. Items shall include:

- Does the Consultant keep a bench of skilled resources on hand?
- How does the Consultant fill positions (e.g. resume shopping or resume database)?
- Does the Consultant use job board recruitment?
- A detailed description of your company's candidate vetting process.

5 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

5.1 GENERAL

- 5.1.1 The Consultant will provide all equipment and tools deemed necessary by the Senior Director and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations.
- 5.1.2 Vehicles and electric powered carts shall be provided by the Consultant for those Consultant employees approved for vehicles and carts by the Senior Director and/or an appointee as required by each project task order. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the Senior Director and/or an appointee. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations. These devices shall be approved by the Senior Director and/or an appointee and meet the current requirements of DEN Operations. Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not limited to the airfield landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier.
- 5.1.3 Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage off DEN property shall be approved, in advanced by the Senior Director and/or



AIM DEVELOPMENT
SPECIAL INSPECTION SERVICES

an appointee and shall be reimbursed at the current federal rate per mile.

- 5.1.4 The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.
- 5.1.5 The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- 5.1.6 Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- 5.1.7 The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

6 REFERENCED FORMS/DOCUMENTS

#	Name
EXHIBIT - D	Task Order Proposals and Execution Process
EXHIBIT - E	Scheduling, Progress Reporting, Invoicing, and Correspondence Control

END OF EXHIBIT



EXHIBIT B

Prime Consultant	Ground Engineering Consultants, Inc.
DEN Contract Number	202161445
DEN Contract Name	DEN Special Inspection Services
Project Name	N/A
Project Number	N/A
MWBE / SBE Contractual Goal	30%

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Name	Position	Fully Burdened Rate
1	Ground Engineering Consultants, Inc.	Prime	Timothy Luscombe	Principal Project Manager	\$0 (Reg) / \$0 (O/T)
2	Ground Engineering Consultants, Inc.	Prime	Jeff Perzinski	Senior Project Inspector	\$118.41 (Reg) / \$159.86 (O/T)
3	Ground Engineering Consultants, Inc.	Prime	Paul Gustafson	Senior Project Inspector Supervisor	\$202.98 (Reg) / \$274.05 (O/T)
4	Ground Engineering Consultants, Inc.	Prime	Samuel Thompson	Senior Project Inspector Supervisor	\$202.98 (Reg) / \$274.05 (O/T)
5	Ground Engineering Consultants, Inc.	Prime	Ron Welty	Senior Project Inspector	\$152.24 (Reg) / \$205.54 (O/T)
6	Ground Engineering Consultants, Inc.	Prime	Kevin Koenig	Project Inspector I	\$91.34 (Reg) / \$123.32 (O/T)
7	Ground Engineering Consultants, Inc.	Prime	Jeremy Ijams	Senior Project Inspector	\$138.70 (Reg) / \$187.27 (O/T)
8	Ground Engineering Consultants, Inc.	Prime	James McDonald	Project Inspector I	\$101.49 (Reg) / \$137.03 (O/T)
9	Ground Engineering Consultants, Inc.	Prime	Barry Bowland	Project Inspector II	\$118.41 (Reg) / \$159.86 (O/T)
10	Ground Engineering Consultants, Inc.	Prime	Steve Thomas	Project Inspector I	\$101.49 (Reg) / \$137.03 (O/T)
11	Ground Engineering Consultants, Inc.	Prime	Austin Nicodemus	Senior Project Inspector	\$169.15 (Reg) / \$228.38 (O/T)
12	Ground Engineering Consultants, Inc.	Prime	Erik Campbell	Senior Project Inspector	\$155.62 (Reg) / \$210.11 (O/T)
13	Ground Engineering Consultants, Inc.	Prime	Tyson Weston	Project Inspector II	\$115.02 (Reg) / \$155.30 (O/T)
14	Ground Engineering Consultants, Inc.	Prime	Zach Mitchell	Project Inspector I	\$94.72 (Reg) / \$127.89 (O/T)
15	Ground Engineering Consultants, Inc.	Prime	Josh Bash	Project Inspector II	\$135.32 (Reg) / \$182.70 (O/T)
16	Ground Engineering Consultants, Inc.	Prime	Charles Whitehead	Project Inspector II	\$135.32 (Reg) / \$182.70 (O/T)
17	Ground Engineering Consultants, Inc.	Prime	Abigail Fullenkamp	Materials Tester	\$74.43 (Reg) / \$100.49 (O/T)
18	Triax Engineering	Sub-Contractor	Vinod Ravindran	Project Manager II	\$157.50 (Reg) / \$210.00 (O/T)
19	Triax Engineering	Sub-Contractor	Matthew Swartz	Materials Laboratory Administrator	\$84.00 (Reg) / \$120.75 (O/T)
20	Triax Engineering	Sub-Contractor	Phillip Banks	Materials Tester	\$81.90 (Reg) / \$115.50 (O/T)
21	Triax Engineering	Sub-Contractor	Tyler Landwehr	Materials Tester	\$81.90 (Reg) / \$115.50 (O/T)
22	Shrewsberry	Sub-Contractor	James Corbin	Senior Project Inspector	\$140.95 (Reg) / \$167.75 (O/T)
23	Matrix Inspection Group	Sub-Contractor	Riley Rukavina	Senior Project Inspector Supervisor	\$162.75 (Reg) / \$201.17 (O/T)
24	Matrix Inspection Group	Sub-Contractor	Alex Davison	Senior Project Inspector	\$117.60 (Reg) / \$162.75 (O/T)
25	Martinez Assocaites	Sub-Contractor	Parker Eldredge	Materials Tester	\$91.96 (Reg) / \$110.36 (O/T)
26	Martinez Assocaites	Sub-Contractor	Edgar Perez	Materials Tester	\$58.73 (Reg) / \$70.48 (O/T)
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EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual 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.
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. **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.
5. **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 applicable), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, 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 applicable), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, 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. Said 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, nonrenewal 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 the required coverage and premium amounts.

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 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 are greater or broader than equivalent insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements herein shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management.

K. Applicability of R/OCIP Requirements

If 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 "R/OCIP"). A R/OCIP 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 R/OCIP 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 III Safety Manual, which is part of the Contract Documents and which is linked below.**

[DEN ROCIP III Safety Manual](#)

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

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Claims Guide](#)

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



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 TYPICAL PROJECT SCOPE

- 1.2.1 The Airport maintains on-call professional services contracts to provide various engineering, architectural, and cost estimating services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these design services will include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 As more specifically specified in its terms, a Task Order requires the Consultant to perform all of the work associated with certain work, such as review of construction documents, special inspection; and task administration for any and all professional services as requested by the Senior Director of Airport Infrastructure Management (Senior Director of AIM DEV) Development or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the Senior Director of AIM DEN or the designated DEN representative, will be required to provide special inspection services for specific task scopes of work. The Consultant's specific scope of work requirements



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are detailed in, and its activities will comply with, the Agreement, the task Request for Proposal (RFP) scope of services, and this Exhibit for the duration of the Agreement.

2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Task administration
- 2.1.2.2 Special Inspection programming
- 2.1.2.3 Task and Agreement closeout services

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The Senior Director of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each project specific Task Order. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

2.3.1 Unless specifically identified by the DEN Project Manager, the Consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:

- 2.3.1.1 A narrative of the understanding of the requested Task Order including all assumptions, project management plan, staff assignments, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
- 2.3.1.2 A completed Fee Proposal Spreadsheet (see **Form PS-F**) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and individual staff hours necessary to complete the Task Order scope of work.
- 2.3.1.3 A schedule identifying all phases of scope of work with DEN review durations.
- 2.3.1.4 Identification of a time and materials not to exceed fee.

2.3.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Task Order and an On-Call Task Order Notice to Proceed (NTP) through the Primavera Unifier system. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the Task Order.



2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the Senior Director of AIM Development or the designated DEN representative. This PPM will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the DEN Contract Manager and a formal written request is submitted which requests the removal of the PPM.
- 2.4.2 Should the DEN Contract Manager request the removal of the PPM, the Consultant will replace that PPM with a person of similar or equal experience and qualifications. The replacement PPM is subject to the approval of the Senior Director of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace the PPM with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by the PPM will be billed at the PPM hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its PPM.
- 2.4.4 The Consultant may submit, and the DEN Contract Manager will consider a request for reassignment of PPM, should the Consultant deem it to be in the best interest of the Consultant's organization or for that PPM's career development or in the best interest of the City. Reassignment will be subject to the approval of the Senior Director of AIM Development or the designated DEN representative.
- 2.4.5 If the DEN Contract Manager allows the removal of the PPM, the replacement PPM must have similar or equal experience and qualifications to that of the original PPM. The replacement PPM's assignment to this Agreement is subject to the approval of the Senior Director of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the Senior Director of AIM Development or the designated DEN representative.



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- 2.5.2 The Consultant will submit their Quality Control (QC) plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

3 MISCELLANEOUS REQUIREMENTS

3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Services Authorization as an electronic mail from Primavera Unifier. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants. The cost for training will be included in the Consultant's multiplier.
- 4.1.3 Staffing Plan and Staffing Schedules: Immediately following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in EXHIBIT SCOPE OF WORK.



4.2 ADDITIONAL SERVICES

- 4.2.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.
- 4.2.2 Immediate changes to the scope of work initiated by the DEN Project Manager may alternatively be issued to the Consultant via a Change Directive issued as an electronic mail from Primavera Unifier. Upon receipt of the Change Directive, the Consultant will immediately proceed with the revised scope of work identified in the Change Order and document all work completed on an hourly basis. Total work will not exceed the amount defined in the Change order.
- 4.2.3 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or Unifier process or duration as defined in writing by the DEN Project Manager, the Consultant will provide a hourly not to exceed fee proposal that includes the following:
 - 4.2.3.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
 - 4.2.3.2 A completed Task Order Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
 - 4.2.3.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 4.2.4 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization issued as an electronic mail from Primavera Unifier. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 4.3.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

5 REFERENCED FORMS



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Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-26	Professional Services Affidavit of Completion Letter.docx
PS-F	Task Order Fee Proposal – Professional Services
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



AIM DEVELOPMENT
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1 INTRODUCTION

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

2 WORK SCHEDULE

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

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of



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work and the Task Order not to exceed amounts can only be made through the DEN Task Order amendment process, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order. Work and expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Consultant will be made for that work or expense.

- 3.2 Draft invoices shall be submitted to the DEN Contract Manager via Unifier in the same format as that described in the final invoice requirements below. The DEN Contract Manager will review the invoice and components with appropriate DEN parties and return the draft invoice to the consultant within ten (10) days. The Consultant shall not submit a final invoice without draft approval.
- 3.3 All final invoices must be submitted electronically in PDF format to: ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.
- 3.3.1 Invoices must be submitted with:
- 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
- 3.3.2 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 and:
- 3.3.2.1 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
 - 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.



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- 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 Late Fees. 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.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the Director or his/her authorized representative.
- 3.4 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Contract Administrator, DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.7 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.8 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
- 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed subconsultant agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)



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- 3.8.4 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 3.9 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 4.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 4.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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



6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 6.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 6.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
 - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 6.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.



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7 EXPENSES

- 7.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 7.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.



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- 7.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 7.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 7.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to : engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 7.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN in its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, renewal of licenses/certifications, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
- 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 8.1 DEN Project Manager Discretion



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- 8.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 8.2 Prior To Commencement of work – Submittals Required
 - 8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant’s core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 8.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee’s signature.
 - 8.2.3 Work Schedule.
- 8.3 Monthly Submittals
 - 8.3.1 The Consultant shall submit the Monthly Progress Report.
 - 8.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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



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10 REFERENCED FORMS

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

END OF EXHIBIT



DEN SPECIAL INSPECTION SERVICES

Equity, Diversity & Inclusion (EDI) Plan



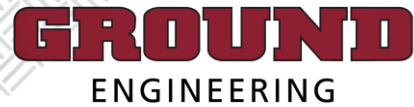
No. 202161445

May 9, 2022

Version 1



SUBMITTED BY



IN PARTNERSHIP WITH



MWBE Equity, Diversity, & Inclusivity Plan

GROUND believes that in order to create equitable opportunity, we must exemplify affirmative action practices through fostering and personally promoting equity, diversity, and inclusion within our daily operations inside our internal network at GROUND, and also within the relationships we create with other firms in our industry and community. In order to promote the importance of diversity and inclusiveness within our industry, it is GROUND's commitment to provide a minimum of 30% MWBE participation, integrating MWBE subconsultants into our daily programs and policies. We strive to promote a program that goes beyond the mere recognition of our diverse human capital and its crucial role within our industry and communities. Through aligning strategic efforts with our core business strategies (internally and externally), we build both human and financial equity for our community and company stakeholders.

A. KEY In-House Personnel

In order to ensure the internal promotion of equity, diversity, and inclusivity, GROUND has appointed an internal *Diversity and Inclusiveness Administrator/EEO Officer*, Jeffrey Ackerman, SHRM-CP. Contact information for our *Diversity and Inclusiveness Administrator/EEO Officer* is below:

Mr. Jeffrey Ackerman, SHRM-CP
Diversity and Inclusivity Administrator/EEO Officer
(303) 991-6959, jeff.ackerman@groundeng.com
Ground Engineering Consultants, Inc.
41 Inverness Drive East, Englewood, Colorado 80112

Jeffrey is responsible for compliance with state and federal EEO laws and affirmative action regulations. He is also responsible for implementing the company's EDI (Equity Diversity and Inclusivity Plan) and Affirmative Action Plan (AAP), including equal employment practices, staff training coordination, program monitoring and modification, future planning, and opportunity coordination, and internal reporting for record-keeping.

Other personnel utilized in our management of our EDI plan are as follows:

- a. Mr. Jason Goodman, Vice President, HR
 Jason.goodman@groundeng.com
 303-991-6913
 B2GNow User - MWBE tracking and compliance.

- b. Mr. Timothy Luscombe, P.E., Snr Project Manager
 tim.luscombe@groundeng.com
 303-246-0580
 Project Manager - responsible to ensure workload is spread throughout prime and sub-consultants when balancing expertise, cost and maintenance of contracted goals from task order generation to daily inspection and testing services.
- c. Mr. Jason Goodman, Vice President, HR
 jason.goodman@groundeng.com
 303-991-6913
 Controller - responsible for all high-level accounting activities including invoicing to clients and prompt payment to subconsultants.

B. MWBE Utilization Strategies

We understand our role is not only support equity, diversity, and inclusiveness but also to incorporate these relationships into our daily practices through engaging and teaming with new and existing MWBE firms. Strategies to increase MWBE (Minority/Women-Owned Business Enterprises), DBE, and SBE participation and success include:

GROUND Mentor Programs & Teaming Opportunities:

- * Creating opportunities for disadvantaged businesses to hold management positions under teaming contract opportunities and supporting them in this management role to ensure success. This support can vary from daily to monthly interactions depending on the management positions held by MWBE's, their experience in these positions and the specifics of individual projects.
- * As teams opportunities arise, Ground engages with our partners to propose services on multiple projects.
- * Mentorship opportunities and programs to grow individual skill sets and encourage success and retention within the construction industry.
- * Routinely creating teaming and unique partnership opportunities on large contracts in order to afford equitable opportunities for our MWBE, DBE, EBE, & SBE industry partners.
 - ◆ Aid in growing an underutilized firm's financial capacity, in turn, building generational wealth and strengthening their personal company portfolios which gains an advantage in obtaining future work contracts.
 - ◆ Support in gaining successful work experience, capabilities, and exposure within the industry.

Joint venture opportunities with MWBE businesses:

If appropriate. In evaluation project and contract opportunities, we have created various successful joint venture partnerships with MWBE firms. Joint ventures create further opportunity for our MWBE partners to share a lead role in a project or contract.

In-field Educational Opportunities & Support Services:

- * Our management and field staff provide on-going training and support of our MWBE staff throughout the duration of a contract.
- * Training and support is provided in the field and in classroom, if needed. Training is provided in testing services (concrete, soils, asphalt) and in more complex inspection areas such as reinforcing steel, fire stopping and structural masonry. Growth of all employees (both Ground's and our subconsultants) is important element in job retention and satisfaction, which results in our team providing our client with a greater standard of service.

C. Technical Assistance & Support Services

By creating alliances with MWBE, DBE, and SBE firms we can utilize our experience and reputation in the industry to strengthen our partner firm's experience, financial capacity, organizational appeal, marketability, self-sufficiency, and overall competency/proficiency and confidence within the industry. There are many strategies that GROUND has successfully implemented, and will continue to employ in order to promote a healthy working community that fosters MWBE, DBE, & SBE inclusion and support, including but not limited to:

- * Consistent support to establish our MWBE partners within the industry in various phases of a project, from proposal preparation to project closeout.
- * Improving the level of competency of our industry through investing in our employees and teaming partners.
- * Creating and utilizing training/mentorship programs lending to success for the disadvantaged firm now and into the future.
- * Continuous quality control through routine check-ins offering support and assessing potential needs (could be daily/weekly/monthly – based upon needs of our MWBE partner).
- * Conducting performance reviews offering constructive advice and support for future contract opportunities.

- * Technical assistance with access and support in utilizing GROUND's internal database **GROUNDops**. Offering the utilization of our technological efficiencies allows our MWBE partners to increase project performance.
- * Ensuring prompt payment throughout the project contract as well as invoicing support. Prompt payment is the responsibility of Jason Goodman, Vice President who is the financial controller within the company. Invoices from our subconsultants are promptly reconciled against our internal records by Timothy Luscombe prior to submittal to our client on the require due date (currently 10th of the month at DEN). The reconciled master invoice is submitted and paid by DEN with subconsultants receiving electronic payment within 24 hours of Ground's payment by the client.

D. Procurement Process

Recruitment and Sourcing Strategies:

GROUND promotes hiring practices that build upon traditional or existing sources in order to attract the most diverse candidate pool and generate a variety of skill sets, backgrounds, and perspectives. Strategies include but are not limited to:

- * Posting job opportunities internally and publicly, ensuring that barriers are not created for potential applicants, and to promote equitable and accessible opportunity. Internally, opportunities are published via email to all employees. Externally, job opportunities are published via electronic job boards such as Indeed, Zip-recruiter, local colleges as well as on our website.
- * Evaluating compensation methods to confirm they are equitable, while creating attractive and competitive benefit packages that would appeal to a broad range of candidates.
- * Maintaining the standards that GROUND has set as an equal opportunity employer by selecting applicants based on their qualifications, skills, and experience, ensuring candidates are not discriminated against.
- * Ensuring our existing hiring sources are consistent with GROUND's diversity strategies and goals.
- * Leveraging alliances with MWBE (Minority/Women-Owned Business Enterprises), DBE (Disadvantage Business Enterprise), and SBE (Small Business Enterprise) firms in order to support and strengthen their organizational appeal to customers.
- * Offering management and prime positions to our MWBE partners while teaming under various contract opportunities, and mentoring/supporting the firms throughout each contract.

- * Creating and utilizing free mentoring and training opportunities.
- * Company commitment to overcoming any existing potential bias and internal resistance, through continued education.
- * Access for internal employees, as well as teaming partners, to our *Diversity and Inclusivity Administrator/EEO Officer*, Jeffrey Ackerman.

E. Communication and Vendor Management

Our approach to vendor management with all subcontractors, teaming partners, and disadvantaged firms will consist of a “three-pronged approach” of communication. GROUND will ensure that we are performing daily, weekly, and monthly check-ins with our partners to ensure they have adequate support, training, and all needs are met. This communication on the contract will be the responsibility of the PPM, Timothy Luscombe.

Daily Check-In: Discussions regarding any questions/providing training opportunities that may arise, and ensuring a thorough understanding of GROUND-owned technology employed (i.e., **GROUNDops** & Client Portal). Daily check-ins are also utilized to discuss assignments and tickets that have been scheduled within the database for the next day. Tickets will be assigned to the appropriate special inspector and are automatically sent directly to their e-mail. Communication will be centered around daily needs.

Weekly Check-In: Taking the time to perform a week-long look ahead to discuss staffing needs and requirements, upcoming workload, and required support services, formulating a tentative schedule for planning and organization of the upcoming week. Weekly check-ins will also include support services with timecards and billing questions.

Monthly Check-In: Monthly check-ins will be centered upon a review of the past month and offering a constructive and positive performance review - learning from situations that arise on the project and applying those lessons moving forward. Additional monthly review and check-in discussions will include: ensuring the disadvantaged firm is being paid correctly, invoicing questions and/or concerns, construction milestone look-ahead for scheduling, and planning of staffing and resources.

F. Past Performance

GROUND has a long history of supporting MWBE business on successfully completed contracts. This

consistent commitment to promoting and supporting our MWBE partners has allowed for significant opportunities to help promote these firms in creating new and improved future contract opportunities, while ensuring owner entities (such as DEN and the City and County of Denver) receive high quality service on each contract. Below are a few examples exhibiting GROUND’s long-standing commitment to promoting equity, diversity, and inclusion for our new and existing MWBE partners.

◇ Long-standing relationship with Vine Laboratories (DBE/WBE)

For nearly two decades, GROUND has partnered and supported Vine in its growth in our industry. Especially in the early years for Vine, GROUND provided on-going training and mentoring to its management and field staff.

One of our recent completed contracts, while partnering with Vine, was our joint venture, Gavadia, providing quality control materials testing and laboratory services on the DIA South Terminal Project. GROUND worked on a daily basis to ensure that Vine had the necessary support, resources, and training to provide quality services under the contract. GROUND also supported VINE through sharing documentation reporting and forms that they have incorporated into programs and procedures.

Through this on-going partnership, Vine has become well-established within the industry and no longer requires the same level of assistance from GROUND. Vine and GROUND routinely team on projects to date, with Vine providing drilling services for our geotechnical engineering department, and support materials testing and special inspection services on numerous contracts. Through mentorship and assistance, Vine has become an incredibly successful and self-sufficient firm that we routinely look to for partnership.

◇ Stapleton Redevelopment MWBE Partnering

Starting in 2001, we have had a continuous presence providing materials testing and special inspection services for the project team at the Stapleton redevelopment in Denver. Our onsite field and laboratory staff are still working at the Stapleton redevelopment today. We have successfully incorporated various MWBE firms in providing materials testing and inspection services on this contract, including Martinez & Associates, Triax Engineering LLC, and Vine Laboratories Inc. Our field and management staff provided on-going training and support for our MWBE partners on this contract.

GROUND is currently providing Quality Assurance materials testing and laboratory services for DEN under a five-year contract with the recent award of a one-year



extension. MWBE teaming partners under this contract include Martinez & Associates, as well as Geocal, Inc. This partnership has offered opportunity to both Martinez and Geocal, by expanding the services they provide in-house through in-field mentorship, training, and support.

◇ DEN QA Teaming Contract (current)

GROUND is currently providing Quality Assurance materials testing and laboratory services for DEN under a five-year contract with the recent award of a one-year extension. MWBE teaming partners under this contract include Martinez & Associates, as well as Geocal, Inc. This partnership has offered opportunity to both Martinez and Geocal, by expanding the services they provide in-house through in-field mentorship, training, and support.

◇ City & County of Denver On-Call Teaming Contract (current)

City & County of Denver On-Call Contract for Materials Testing and Special Inspections – we are currently providing services under this contract, for a variety of infrastructure and building facility projects. Projects are provided for a variety of city departments, including Public Works, Transportation, Parks and Recreation. We are utilizing Triax Engineering LLC and Martinez & Associates to successfully comply with MWBE contract requirements.

◇ Northwater Treatment Plant

Northwater Treatment Plant, Golden – we are providing on-going quality control testing and special inspection services for this \$520 million project for Denver Water. We have been utilizing Martinez & Associates to successfully comply with MWBE contract requirements.

G. Proposer's Culture

We are committed to maintaining an inclusive culture where employees have an individual sense of respect, support, and value for their unique contributions and perspectives is paramount within the internal company structure. This commitment extends through relationships with our MWBE partners, and the communities our offices work within each day. Below is a summary of our company principles that guide our actions each and every day.

- Promoting an embedded company culture of teamwork that reinforces the values of diversity and inclusion in decision-making and creative brainstorming processes.
- Utilizing our Work Force Development Program to intentionally develop, track and report the progress of GROUND's employees and our partners. Contract

specific work force development plans are created to establish the guidelines for the execution of our program.

- Emphasizing inclusion through practicing thoughtful consideration and providing suitable accommodations to different needs across various groups to help reduce turnover and boost employee satisfaction.
- Maintaining a diverse staff and team to offer a stronger product and a more well-rounded workforce for our customer base.
- Data with Action Potential - Interviewing existing staff to better understand and track where new opportunities for inclusion exist to assist future employee retention (e.g. – anonymous employee surveys). Understanding that without action potential, data is rendered useless.
- Conducting yearly performance reviews to discuss further interests and developmental opportunities.
- Discussing further educational/certification opportunities and ensuring all employees have easy access to these opportunities and are supported through the process.
- Best faith efforts to accommodate those whose work requirements interfere with a religious belief.
- Easy access to our *Diversity and Inclusivity Administrator/EEO Officer* and ensuring practices comply with confidentiality practices and laws.
- Creating a safe space for employees to have needed conversations.

H. Future Initiatives

Over the next five years, GROUND intends to build upon our commitment to equity, diversity and inclusion within our company, and for our industry. This commitment involves continual improvement on our internal policy and procedures, which will not only further promote equity and inclusivity for our employees, but will also further provide opportunities for our valued MWBE partners, and improve the communities we live in. Our human resources department, led by Jeffrey Ackerman, continually improves upon the recruitment, training and training our employees, and we are confident that these efforts will not only continue to help our employee's experience at GROUND, but will improve upon our mentoring, training and support that we are committed to provide to our MWBE partners.

One of the successful practices we will continue to utilize in the development of GROUND staff and our partnering



staff members, is the implementation and improvement of our Work Force Development Program. For the DEN Special Inspection contract, a Work Force Development Plan will be utilized to develop, implement and report the progress of our Workforce Development Program during this important contract at DEN. The plan will provide information regarding the contract specific opportunities, training methods, documentation of training and record keeping to develop specific pathways for our minority employees to gain expedited career development. By prioritizing the implementation and execution of these work force development plans, we will be able to successfully achieve our initiatives to promote diversity, equity and inclusion on each contract.

This commitment is exhibited by our proposed team on this special inspection contract, which utilizes five capable and experienced MWBE partners. We will not only commit to successfully meeting the MWBE contract goals, but also commit to providing the level of assistance and support that will aid our teaming partners to build upon their skills, experience and service ability for success in future contract pursuits. More specifically, we are committing to proposing Triax Engineering LLC as the primary laboratory on this important contract. We will provide the necessary support, training and guidance to ensure that Triax's services successfully meet the service demands of DEN.

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, Ground Engineering shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by Ground Engineering and approved by DSBO, beginning in May of 2023 or at the request of DSBO.

Ground Engineering Consultants, Inc.

Signed: Andrew Suedkamp

Printed Name and Title: Andrew Suedkamp, President _____

City and County of Denver DSBO Director

Signed: Brittany Eroen 5/11/2022 _____

Printed Name and Title: Brittany Eroen, Compliance Supervisor, DSBO
(delegated authority from DSBO Director)

EXHIBIT G

DEN SPECIAL INSPECTION SERVICES



Request for Proposal
No. 202161445

February 16, 2022



SUBMITTED BY



IN PARTNERSHIP WITH



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(Items listed below are accessible with direct link)

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Organization Chart

Proposal Forms

Proposal Acknowledgement Letter *(submitted separately)*

Proposal Data Form *(submitted separately)*

Disclosure of Legal & Administrative Proceedings & Financial Conditions Form W-9 *(submitted separately)*

Certificate of Good Standing *(submitted separately)*

DSBO Forms

Commitment to MWBE Participation *(submitted separately)*

1B List of Proposed Subcontractors, Subconsultants, and/or Suppliers *(submitted separately)*

MWBE Equity, Diversity, and Inclusion Plan *(submitted separately)*

Diversity Survey

Resumes

Financial Forms

Exhibit B *(submitted separately)*

GROUND

ENGINEERING

February 16, 2022

Attn: Diane Folken
Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Peña Boulevard, Room 8810
Denver, Colorado 80249-6340

**SUBJECT: REQUEST FOR PROPOSALS NO. 202161445
DEN SPECIAL INSPECTION SERVICES**

Dear Ms. Folken,

As the Airport Infrastructure Management Development (AIM DEV) division moves forward with its mission to improve upon development at DEN, AIM DEV needs a well-qualified team to deliver special inspection services on a task order basis on a wide variety of facilities, infrastructure, and maintenance projects to be constructed over the next three years. These special inspection services will be performed per Chapter 17, Section 1704, of the International Building Code (IBC), as amended by the latest City and County of Denver Building Permit Policy. GROUND Engineering Consultants, Inc. (GROUND) has been supporting DEN's development since its initial construction in 1989, providing quality control services on the airport's first grading contract. We understand the complexities, challenges, and service demands associated with planning and successfully performing testing and inspections at DEN, and our team has the experience and capacity to meet your needs. We have over 30 years of experience providing materials testing and special inspection services at DEN under various contracts.

We have partnered with four MWBE subconsultant firms - Martinez Associates, Triax Engineering, Metrix Inspection Group, and Shrewsbury. Our team, all with extensive experience providing services at DEN, will offer highly qualified and properly certified testing and inspection staff, and will be able to respond to all special inspection and materials testing needs under this task order contract. We have successfully partnered with our team members to deliver efficient and cost-effective service on contracts at DEN, the City and County of Denver, and projects with CDOT. Our team has the experience and capacity to deliver high-quality services for all Chapter 17 Special Inspections, understanding that task orders will be issued to define the scope required for a variety of projects. Led by Timothy C. Luscombe, P.E., our proposed Principal Project Manager (PPM), our team will adapt to the service needs of each task order, be it periodic or full time without compromising the quality of service.

Our team will offer DEN value based on the following:

Commitment to Promoting Equity, Diversity, & Inclusiveness: Partnering with our four MWBE sub-consultant firms – our team delivers a highly qualified, certified, and trained team of professionals with the DEN-specific knowledge to successfully deliver special inspection and materials testing services, according to IBC Chapter 17 specifications. Our approach includes the value-added feature of meaningful MWBE subconsultant participation in significant leadership roles for the entirety of the contract. Our team has the capacity to fully commit the proposed staff

throughout the duration of the contract, further providing value to DEN with consistency of service on each task order.

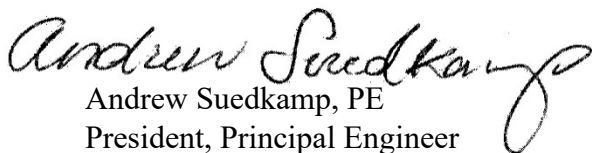
Experience at DEN: Understanding the service expectations is crucial in performing services successfully at DEN. Tim, along with Vinod Ravindran, P.E. and his team at Triax Consultants have extensive experience providing accredited materials laboratory testing QA/QC services at DEN, and have a thorough understanding of the IBC Chapter 17 requirements, along with applicable specifications and standards of the City & County of Denver, Federal Aviation Administration (FAA), and Colorado Department of Transportation (CDOT). Our team understands DEN operations, policies and procedures, and will seamlessly integrate with your personnel to serve as your special inspection representatives.

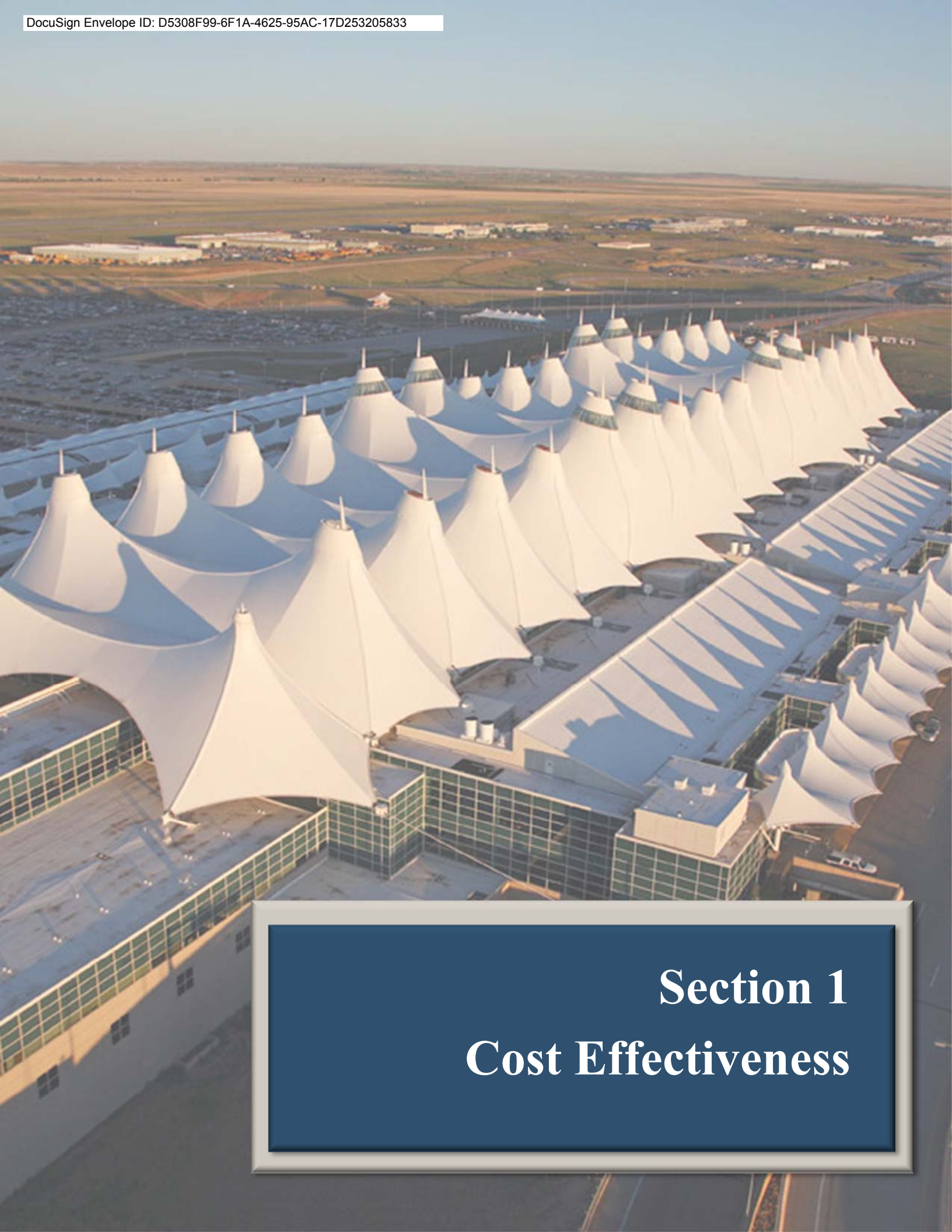
- Proposed Principal Project Manager (PPM), Timothy C. Luscombe, P.E. – a senior manager and professional engineer with over 23 years of experience, Tim has worked on numerous DEN airport projects since 2006 including: DEN QC Manager on Mod 4 Parking West, QC Manager Mod 4 Parking East, QC Manager Concourse AW Commuter Expansion, QC Manager Concourse CE West Expansion, QA Manager for the South Terminal Hotel and Transit Center, and various others. Currently, Tim is on-site serving DEN under the 5-year contract (with one-year extension) as the Quality Assurance Materials Testing Services and On-Site Laboratory Manager. *Tim's unique experience with DEN offers significant added value to this contract.*

Unique Qualifications: Our team of well-established local firms brings extensive experience on projects for DEN, CCD, and projects throughout the Denver metro area, giving us unmatched familiarity with DEN and CCD regulations, processes, building codes, and software. We have effective working relationships with DEN personnel, and numerous CCD departments - Capital Projects Management, Facilities, Transportation, Wastewater, and other city agencies including Denver Public Schools, Denver Art Museum, and Colorado Department of Transportation. With our efficient process of collecting and transmitting data and results through our proven and effective GROUNDops software, our team is committed to responsive, timely, and compliant services with quality, accurate, and valid results. GROUNDops has a unique online scheduling system available to all projects as well as a master repository for all SI inspection and testing reports. With discrepancy tracking and a photo library, the Client Portal is an invaluable tool for DEN Project Managers and their contractors providing timely construction inspection, as well as project closeout.

As Colorado's premier materials testing and special inspection firm, we have the experience and capacity to support AIM DEV and DEN on this important contract. We acknowledge receipt of Addendums 1 and 2. If you have any questions or concerns on our submittal, or if you need any additional information from us at this time, please contact me at 303-289-1989, or by email at andrew.suedkamp@groundeng.com.

Sincerely,


Andrew Suedkamp, PE
President, Principal Engineer



Section 1

Cost Effectiveness



1. Cost Effectiveness

GROUND Engineering Consultants, Inc. (GROUND), along with our teaming partners, will utilize highly qualified and cross-trained/certified staff to successfully complete each task order. Our team has the capacity to respond to the needs of any task order under this contract. Our team's philosophy on providing DEN with efficient and cost-effective service on each task order, while maintaining the highest quality of services provided, includes our continued commitment to the following:

Capacity – with a deep bench of cross-trained and qualified employees to complete all IBC Chapter 17 special inspections and materials testing services, as amended by City and County of Denver, we can respond to the service demands for each and every task order, without exception. GROUND and its team subconsultants will have more than 50 combined inspectors and testers available to provide special inspection and materials testing services at DEN.

Comprehensive service capability – GROUND has a continued reputation of providing a wide range of testing and inspection services to our clients including:

- Certified Weld Inspectors
- ICC Structural Steel & Bolting Inspectors
- ICC Structural Welding Inspectors
- ICC Reinforced Concrete Inspectors
- ICC Masonry Inspectors
- ICC Spray-Applied Fireproofing Inspectors
- ICC Soils Inspectors
- ICC Prestressed Concrete Inspectors
- ICC Commercial Building Inspectors
- Certified Firestopping Inspectors (CCD approved)
- ACI Concrete, Field & Strength Testers
- ACI Masonry Testers
- Non-Destructive Steel Testers, UT, MT, PT

GROUND's multi-disciplinary approach to completing services is the most cost-effective method in providing periodic and continuous special inspections. As depicted within our Organizational Chart, one team member assigned to the project can provide multiple tests and inspections. Our team's ability to deliver comprehensive services will provide great value to DEN throughout this contract.

Commitment to advancements in technology utilization—in addition to providing experienced and qualified staffing, the GROUND team has added value through utilizing our in-house GROUNDops and associated Client

Portal. Our innovative software system is specifically utilized for project management, tracking, reporting, and billing services. This technology will be utilized by all of our team members to streamline efforts, minimize costs by promoting efficiency, quick turn-around, and delivery of accurate results to DEN on each project.

By combining our comprehensive staffing with efficient technology services, we can offer DEN cost-effective special inspection services that never compromises quality.

We will right-size our team to fit the needs of each task order. GROUND and its teaming partners have the staffing capacity and capability to fulfill the needs of each task order. Together, the GROUND team offers a large and local staffing pool that includes qualified and properly certified special inspectors. With large staffing resources that all offer well-educated, experienced, and fully certified special inspectors, our PPM, Tim Luscombe, will have extensive resources to pull from for the specific testing and inspection needs of each individual task order.

We have taken careful consideration of which MWBE subconsultants to partner with on this contract. We have selected partners that have a history of successfully providing special inspection services on past contracts/projects. Additionally, subconsultants were chosen based on the services they provide, therefore enhancing the comprehensive serviceability of our team, and further enhancing our ability to successfully respond to each task order, but also comply with the contract MWBE goal. Tim has a long history of right-sizing our teams and will work diligently with each project team during task order generation to provide great value to DEN while also providing exceptional service.

Under this contract, GROUND has the main goal of utilizing our sub-consultants within their area of expertise.

Each subconsultant will be selected for the task order based on their capacity to take on the project, expertise, and the certifications that will be required under the task order. GROUND will select our staff and MWBE team members based on a systematic utilization of resources that include: similar experience to the proposed project, updated and applicable certifications, and a thorough understanding of project standards and specifications.

Once we have selected the appropriate sub-consultant team member for the project, GROUND will work alongside the staff to ensure that they are fully prepared and continually supported throughout the process so they have the full capability to deliver quality service, efficiently.

Under this contract, GROUND will be utilizing one of our sub-consultants, Triax Engineering, as the primary

(Continued from page 1)

laboratory. Their accredited laboratory is conveniently located in Commerce City and is one of the closest private laboratories to Denver International Airport. By utilizing one of our DBE team members for primary laboratory services, we can partner with them to maximize utilization and gain SI experience under the contract, while we support them with any additional help and/or resources needed. Testing samples will go through their existing workflow process creating a smooth transition for efficiently working on DEN samples brought into their laboratory, and also creating opportunities under the contract. GROUND will be available for support through our central Commerce City laboratory for any specialty laboratory testing services needed.

Quality Control Philosophy:

We understand that to deliver great services that minimize errors resulting in increased cost, we must team with and employ special inspectors who are highly experienced in this type of work, specifically providing services under a task order basis. We ensure that all of our special inspector's and technician's certifications are current, and our field and management staff are continually working to stay familiar with the most current standards and specifications (i.e., IBC Chapter 17, CDOT, FHWA, and local jurisdictions). By having a well-educated and experienced staff that is cross-trained/cross-certified, we can help to not only work with the DEN, Contractor/Project Management Team on daily activities, but also utilize a proactive approach through communicating project expectations to get things done correctly the first time. We have found that this proactive approach saves everyone on the project team (DEN, Contractor, Inspector) both time and money and lends itself to a successful and smoothly run project.

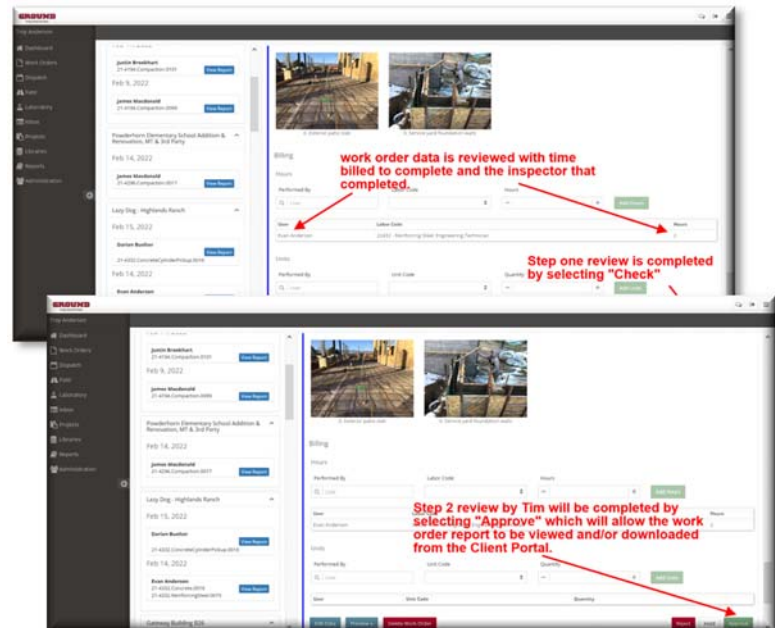
Utilizing Past Successful Methods to Ensure Quality, Accuracy, and Validity of Reports:

Our team will utilize Timothy C. Luscombe, P.E., as our PPM under this contract. Tim has been working on many DEN contracts/projects as the quality control and quality assurance manager since 2006. Most recently he has been leading the efforts (along with our MWBE/DBE teaming partners Martinez Associates and Geocal) as the full-time manager for the past 5 years to maintain and operate materials testing laboratory. In this time working under the QA contract, Tim has had the opportunity to work closely with the DEN staff to learn and understand successful and preferable means and methods of completing projects, and what works most effectively and efficiently. Utilizing our experience, we understand that under this contract, a streamlined process and chain of responsibility is needed, as well as communication and reg-

ular feedback to incorporate lessons learned moving forward.

Proven Two-Step Review Process:

A streamlined approach will ensure bases are covered and all work is completed correctly and reviewed by the interdisciplinary expert within our team for quality, accuracy, and validity of testing/inspection reports. For each task order, a lead special inspector from our proposed team will be assigned and will be responsible for submitting results and daily reports to our Project Inspector Supervisors for review. Our Project Inspection Supervisors have a wealth of experience and knowledge in their chosen disciplines. Initial review will be completed by the Project Inspection Supervisor and then checked for final approval and publication through GROUNDops by our PPM, Tim Luscombe. This chain of command is established so all testing/inspections are encompassed through one channel of communication. Below are duties included in our two-step review process that has proven to be effective based on prior experience on similar contracts:



Lead Special Inspector: The Lead Special Inspector will be assigned to the project based on the scope of work, experience, and certifications and will serve as the initial point of contact for in-field special inspections/testing. This individual will be responsible for having a great understanding of in-field project needs including the following: attending pre/post-construction meetings, understanding project milestones and schedules, completing in-field special inspections/testing, completing initial reports, and immediate in-field client communication of passing results/discrepancies. The lead inspector will also keep track of ongoing construction special inspection needs. While the lead special inspector will provide in-

(Continued on page 3)

(Continued from page 2)

spection services, other testing/inspection staff will be assigned to the project as needed.

Project Inspector Supervisor: (Step-One Review) The Project Inspector Supervisor, based on the scope of work being performed will provide the initial review (*i.e., a project requiring firestopping inspections will be reviewed by a supervisor who is proficient and experienced in managing firestopping inspection services.*) This process has already been established and is followed by GROUND utilizing GROUNDops.

SI PPM – Timothy C. Luscombe, P.E. (Step-Two Review) Tim will be responsible for the final review and sign-off as the Project Engineer on staff. He will ensure that the Project Inspector Supervisor has completed a thorough review of all report information, as well as closing gaps that may be needed. Weekly review by the Special Inspections PPM, with the Project Inspector Supervisor will be performed on each task order to ensure project continuity and quality of needed testing/inspections. Tim will then coordinate any support services that may be needed at that time. The final daily review being completed by Tim results in expedited project close out at the completion of all required special inspections and materials testing.

The quality, accuracy, and validity of reports and results is established through a thorough review process. We believe that our two-step review process learned through experience lends itself to providing quality services to DEN. We understand the importance of delivering responsive and accurate services and project reports in a customizable format that best suits the needs of our clients, most specifically DEN.

Value-Added Technological Capabilities

“GROUNDops / Client Portal” - The GROUND team can bring added-value services and cost savings to this contract through the utilization of our efficient “GROUNDops” and associated Client Portal. In the last 5 years, GROUND has teamed with software developers to create the most efficient operating system, tailored directly to our line of work, to establish a web and mobile applications with more extensive documentation and reporting formats, with timely transmission of data and reports. We believe that through trial and error, we have created a product that is unparalleled within our industry when it comes to project tracking, project management, budget tracking, reporting, scheduling, and billing. GROUNDops encompasses all of these elements efficiently to successfully deliver a project/task order from the beginning stages, all the way through to completion to



save time and costs. Below is a description of some of the features GROUNDops and the associated Client Portal can offer:

In-Field iPads for Reporting: GROUND equips each field inspector with an iPad for in-field electronic documentation and field photographs that will be incorporated into our electronic reports and uploaded into the Client Portal. Field data entry can be completed without the need for cloud connectivity allowing for accurate in-field documentation. Each report will be reviewed, checked, and approved by supervisors, then available to the project team in the Client Portal.

Pre-Set Templates for Inspections: templates for each inspection include a checklist of items to be reviewed/inspected in-field that is based on industry standards.

Reports Tied to Inspector Billing: a special inspector or tester will not be able to bill hours to the specific project unless a project work order is assigned and completed. Furthermore, this ensures that all inspections and billings are fully transparent and trackable.

Distribution List: After the project is set up within GROUNDops, a list of designated individuals will be added to the Client Portal distribution list. These individuals will receive updated project reports and information. These reports are always available for review (including project photos) through the portal 24/7 and are automati-

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cally updated. You will also be informed each time there is a modification to the ongoing discrepancy list.

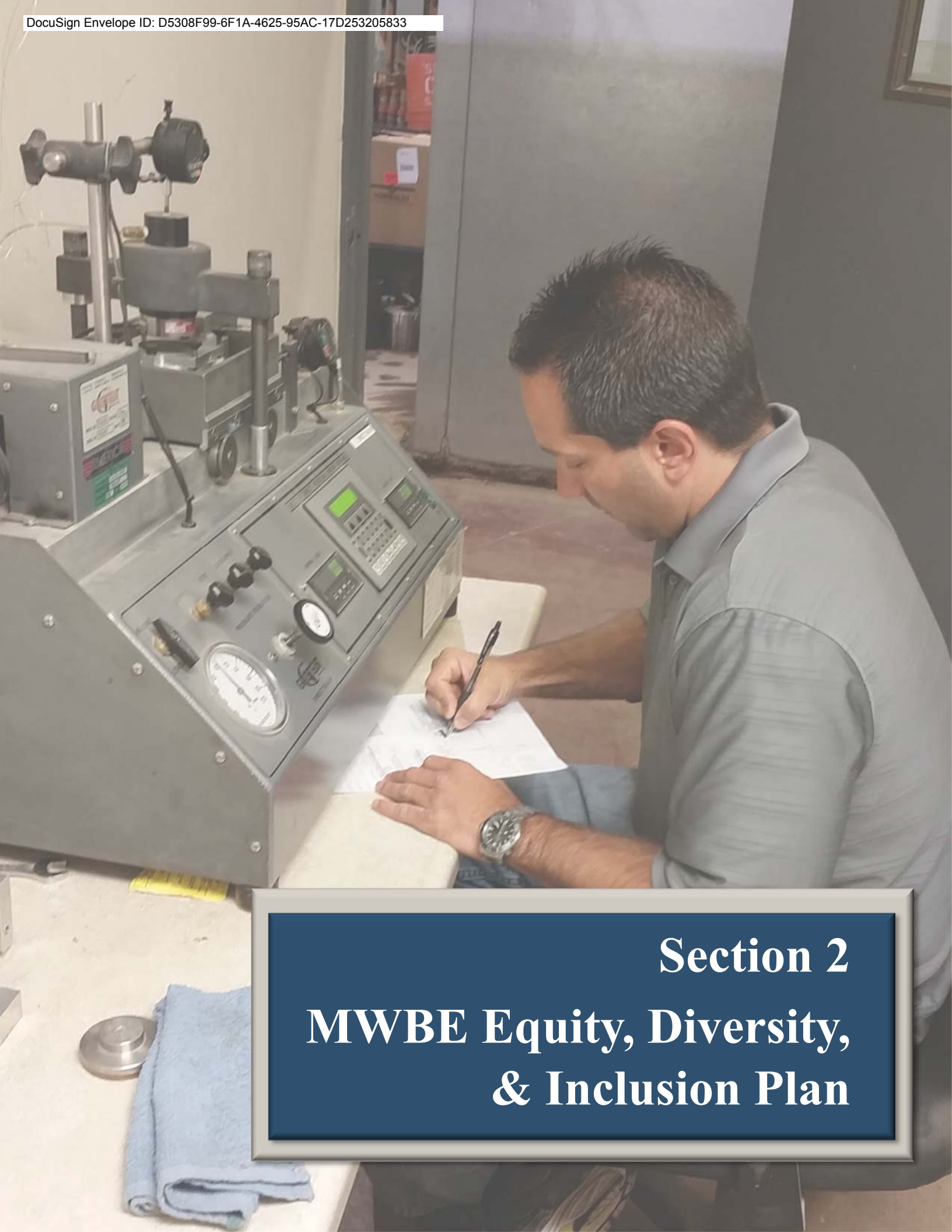
Fully-Customizable Reporting Styles: we have the ability to customize reporting and tracking styles to the preferences of our clients. Prior to the commencement of a project, we will meet with the project manager to discuss project goals and reporting styles that would work best for their management style, whether this is daily and/or weekly, or any other reporting preferences that may be most efficient for the specific task order.

Discrepancy List: A rolling list of discrepancies is kept within the Client Portal and also available for review 24/7. Each discrepancy is communicated immediately in-field by our special inspector for quick remediation and is also logged within our Client Portal with the date, work order number, special inspector who reported discrepancy, a description of the discrepancy, and closure date. This discrepancy list is updated immediately upon closure of the discrepancy. All designated project team members will have access to the discrepancy list so that problems are flagged and remediated as quickly as possible, and the project can continually move forward.

Project Management/Budget Tracking: Each work order can be viewed through the Client Portal, making for a transparent and easily accessible record of special inspections/tests that have been performed on each project. Our budget tracking is updated on a weekly basis with hours assigned to each work order, providing a clear understanding of inspection and testing costs as well as the overall project SI task order budget.

Ease of Scheduling: Each project entered into our GROUNDops is given an internal project number for tracking purposes. You can schedule by calling our main central dispatch, emailing project management, or through the Client Portal. Requested and scheduled work orders can be tracked.

The GROUND team offers DEN the best value for this special inspection contract. GROUND, and our team of subconsultants, will provide DEN with the most efficient and cost-effective service based on a combination of the following factors: experience, capacity, and our comprehensive service and technological capabilities. We understand how to effectively provide high-quality services for any type of task order, and will ensure they are provided to DEN in the most cost-effective way possible.



Section 2
MWBE Equity, Diversity,
& Inclusion Plan



2. MWBE Equity, Diversity, & Inclusivity Plan

GROUND believes that in order to create equitable opportunity, we must exemplify affirmative action practices through fostering and personally promoting equity, diversity, and inclusion within our daily operations inside our internal network at GROUND, and also within the relationships we create with other firms in our industry and community. In order to promote the importance of diversity and inclusiveness within our industry, it is GROUND's commitment to integrating these practices into our daily programs and policies. We strive to promote a program that goes beyond the mere recognition of our diverse human capital and its crucial role within our industry and communities. Through aligning strategic efforts with our core business strategies (internally and externally), we build both human and financial equity for our community and company stakeholders.

A. KEY In-House Personnel

In order to ensure the internal promotion of equity, diversity, and inclusivity, GROUND has appointed an internal *Diversity and Inclusiveness Administrator/EEO Officer*, Jeffrey Ackerman, SHRM-CP. Contact information for our *Diversity and Inclusiveness Administrator/EEO Officer* is below:

Mr. Jeffrey Ackerman, SHRM-CP
Diversity and Inclusivity Administrator/EEO Officer
(303) 991-6959

Ground Engineering Consultants, Inc.
41 Inverness Drive East, Englewood, Colorado 80112

Jeffrey is responsible for compliance with state and federal EEO laws and affirmative action regulations. He is also responsible for implementing the company's EDI (Equity Diversity and Inclusivity Plan) and Affirmative Action Plan (AAP), including equal employment practices, staff training coordination, program monitoring and modification, future planning, and opportunity coordination, and internal reporting for record-keeping.

B. MWBE Utilization Strategies

We understand our role is not only support equity, diversity, and inclusiveness but also to incorporate these relationships into our daily practices through engaging and teaming with new and existing MWBE firms. Strategies to increase MWBE (Minority/Women-Owned Business Enterprises), DBE, and SBE participation and success include:

GROUND Mentor Programs & Teaming Opportunities:

- * Creating opportunities for disadvantaged businesses to hold management positions under teaming contract opportunities and supporting them in this management role to ensure success.
- * Mentorship opportunities and programs to grow individual skill sets and encourage success and retention within the construction industry.
- * Routinely creating teaming and unique partnership opportunities on large contracts in order to afford equitable opportunities for our MWBE, DBE, EBE, & SBE industry partners.
 - ◆ Aid in growing an underutilized firm's financial capacity, in turn, building generational wealth and strengthening their personal company portfolios which gains an advantage in obtaining future work contracts.
 - ◆ Support in gaining successful work experience, capabilities, and exposure within the industry.

Joint venture opportunities with MWBE businesses:

If appropriate. In evaluation project and contract opportunities, we have created various successful joint venture partnerships with MWBE firms. Joint ventures create further opportunity for our MWBE partners to share a lead role in a project or contract.

In-field Educational Opportunities & Support Services:

- * Our management and field staff provide on-going training and support of our MWBE staff throughout the duration of a contract.
- * Training and support is provided in the field and in classroom, if needed.

C. Technical Assistance & Support Services

By creating alliances with MWBE, DBE, and SBE firms we can utilize our experience and reputation in the industry to strengthen our partner firm's experience, financial capacity, organizational appeal, marketability, self-sufficiency, and overall competency/proficiency and confidence within the industry. There are many strategies that GROUND has successfully implemented, and will continue to employ in order to promote a healthy working community that fosters MWBE, DBE, & SBE inclusion and support, including but not limited to:

- * Consistent support to establish our MWBE partners within the industry in various phases of a project, from proposal preparation to project closeout.



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- * Improving the level of competency of our industry through investing in our employees and teaming partners.
- * Creating and utilizing training/mentorship programs lending to success for the disadvantaged firm now and into the future.
- * Continuous quality control through routine check-ins offering support and assessing potential needs (could be daily/weekly/monthly – based upon needs of our MWBE partner).
- * Conducting performance reviews offering constructive advice and support for future contract opportunities.
- * Technical assistance with access and support in utilizing GROUND’s internal database **GROUNDops**. Offering the utilization of our technological efficiencies allows our MWBE partners to increase project performance.
- * Ensuring prompt payment throughout the project contract as well as invoicing support.

D. Procurement Process

Recruitment and Sourcing Strategies:

GROUND promotes hiring practices that build upon traditional or existing sources in order to attract the most diverse candidate pool and generate a variety of skill sets, backgrounds, and perspectives. Strategies include but are not limited to:

- * Posting job opportunities internally and publicly, ensuring that barriers are not created for potential applicants, and to promote equitable and accessible opportunity.
- * Evaluating compensation methods to confirm they are equitable, while creating attractive and competitive benefit packages that would appeal to a broad range of candidates.
- * Maintaining the standards that GROUND has set as an equal opportunity employer by selecting applicants based on their qualifications, skills, and experience, ensuring candidates are not discriminated against.
- * Ensuring our existing hiring sources are consistent with GROUND’s diversity strategies and goals.
- * Leveraging alliances with MWBE (Minority/Women-Owned Business Enterprises), DBE (Disadvantage Business Enterprise), and SBE (Small Business Enterprise) firms in order to support and strengthen their organizational appeal to customers.
- * Offering management and prime positions to our MWBE partners while teaming under various contract opportunities, and mentoring/supporting the firms

throughout each contract.

- * Creating and utilizing free mentoring and training opportunities.
- * Company commitment to overcoming any existing potential bias and internal resistance, through continued education.
- * Access for internal employees, as well as teaming partners, to our *Diversity and Inclusivity Administrator/EEO Officer*, Jeffrey Ackerman.

E. Communication and Vendor Management

Our approach to vendor management with all subcontractors, teaming partners, and disadvantaged firms will consist of a “three-pronged approach” of communication. GROUND will ensure that we are performing daily, weekly, and monthly check-ins with our partners to ensure they have adequate support, training, and all needs are met.

Daily Check-In: Discussions regarding any questions/providing training opportunities that may arise, and ensuring a thorough understanding of GROUND-owned technology employed (i.e., **GROUNDops** & Client Portal). Daily check-ins are also utilized to discuss assignments and tickets that have been scheduled within the database for the next day. Tickets will be assigned to the appropriate special inspector and are automatically sent directly to their e-mail. Communication will be centered around daily needs.

Weekly Check-In: Taking the time to perform a week-long look ahead to discuss staffing needs and requirements, upcoming workload, and required support services, formulating a tentative schedule for planning and organization of the upcoming week. Weekly check-ins will also include support services with timecards and billing questions.

Monthly Check-In: Monthly check-ins will be centered upon a review of the past month and offering a constructive and positive performance review - learning from situations that arise on the project and applying those lessons moving forward. Additional monthly review and check-in discussions will include: ensuring the disadvantaged firm is being paid correctly, invoicing questions and/or concerns, construction milestone look-ahead for scheduling, and planning of staffing and resources.

F. Past Performance

GROUND has a long history of supporting MWBE business on successfully completed contracts. This consistent commitment to promoting and supporting our MWBE

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partners has allowed for significant opportunities to help promote these firms in creating new and improved future contract opportunities, while ensuring owner entities (such as DEN and the City and County of Denver) receive high quality service on each contract. Below are a few examples exhibiting GROUND's long-standing commitment to promoting equity, diversity, and inclusion for our new and existing MWBE partners.

◇ **Long-standing relationship with Vine Laboratories (DBE/WBE)**

For nearly two decades, GROUND has partnered and supported Vine in its growth in our industry. Especially in the early years for Vine, GROUND provided on-going training and mentoring to its management and field staff. One of our recent completed contracts, while partnering with Vine, was our joint venture, Gavadia, providing quality control materials testing and laboratory services on the DIA South Terminal Project. GROUND worked on a daily basis to ensure that Vine had the necessary support, resources, and training to provide quality services under the contract. GROUND also supported VINE through sharing documentation reporting and forms that they have incorporated into programs and procedures.

Through this on-going partnership, Vine has become well-established within the industry and no longer requires the same level of assistance from GROUND. Vine and GROUND routinely team on projects to date, with Vine providing drilling services for our geotechnical engineering department, and support materials testing and special inspection services on numerous contracts. Through mentorship and assistance, Vine has become an incredibly successful and self-sufficient firm that we routinely look to for partnership.

◇ **Stapleton Redevelopment MWBE Partnering**

Starting in 2001, we have had a continuous presence providing materials testing and special inspection services for the project team at the Stapleton redevelopment in Denver. Our onsite field and laboratory staff are still working at the Stapleton redevelopment today. We have successfully incorporated various MWBE firms in providing materials testing and inspection services on this contract, including Martinez & Associates, Triax Engineering LLC, and Vine Laboratories Inc. Our field and management staff provided on-going training and support for our MWBE partners on this contract.

GROUND is currently providing Quality Assurance materials testing and laboratory services for DEN under a

five-year contract with the recent award of a one-year extension. MWBE teaming partners under this contract include Martinez & Associates, as well as Geocal, Inc. This partnership has offered opportunity to both Martinez and Geocal, by expanding the services they provide in-house through in-field mentorship, training, and support.

◇ **DEN QA Teaming Contract (current)**

GROUND is currently providing Quality Assurance materials testing and laboratory services for DEN under a five-year contract with the recent award of a one-year extension. MWBE teaming partners under this contract include Martinez & Associates, as well as Geocal, Inc. This partnership has offered opportunity to both Martinez and Geocal, by expanding the services they provide in-house through in-field mentorship, training, and support.

◇ **City & County of Denver On-Call Teaming Contract (current)**

City & County of Denver On-Call Contract for Materials Testing and Special Inspections – we are currently providing services under this contract, for a variety of infrastructure and building facility projects. Projects are provided for a variety of city departments, including Public Works, Transportation, Parks and Recreation. We are utilizing Triax Engineering LLC and Martinez & Associates to successfully comply with MWBE contract requirements.

◇ **Northwater Treatment Plant**

Northwater Treatment Plant, Golden – we are providing on-going quality control testing and special inspection services for this \$520 million project for Denver Water. We have been utilizing Martinez & Associates to successfully comply with MWBE contract requirements.

G. Proposer's Culture

We are committed to maintaining an inclusive culture where employees have an individual sense of respect, support, and value for their unique contributions and perspectives is paramount within the internal company structure. This commitment extends through relationships with our MWBE partners, and the communities our offices work within each day. Below is a summary of our company principles that guide our actions each and every day.

- Promoting an embedded company culture of teamwork that reinforces the values of diversity and inclusion in decision-making and creative brainstorming processes.

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- Utilizing our Work Force Development Program to intentionally develop, track and report the progress of GROUND's employees and our partners. Contract specific work force development plans are created to establish the guidelines for the execution of our program.
- Emphasizing inclusion through practicing thoughtful consideration and providing suitable accommodations to different needs across various groups to help reduce turnover and boost employee satisfaction.
- Maintaining a diverse staff and team to offer a stronger product and a more well-rounded workforce for our customer base.
- Data with Action Potential - Interviewing existing staff to better understand and track where new opportunities for inclusion exist to assist future employee retention (e.g. – anonymous employee surveys). Understanding that without action potential, data is rendered useless.
- Conducting yearly performance reviews to discuss further interests and developmental opportunities.
- Discussing further educational/certification opportunities and ensuring all employees have easy access to these opportunities and are supported through the process.
- Best faith efforts to accommodate those whose work requirements interfere with a religious belief.
- Easy access to our *Diversity and Inclusivity Administrator/EEO Officer* and ensuring practices comply with confidentiality practices and laws.
- Creating a safe space for employees to have needed conversations.

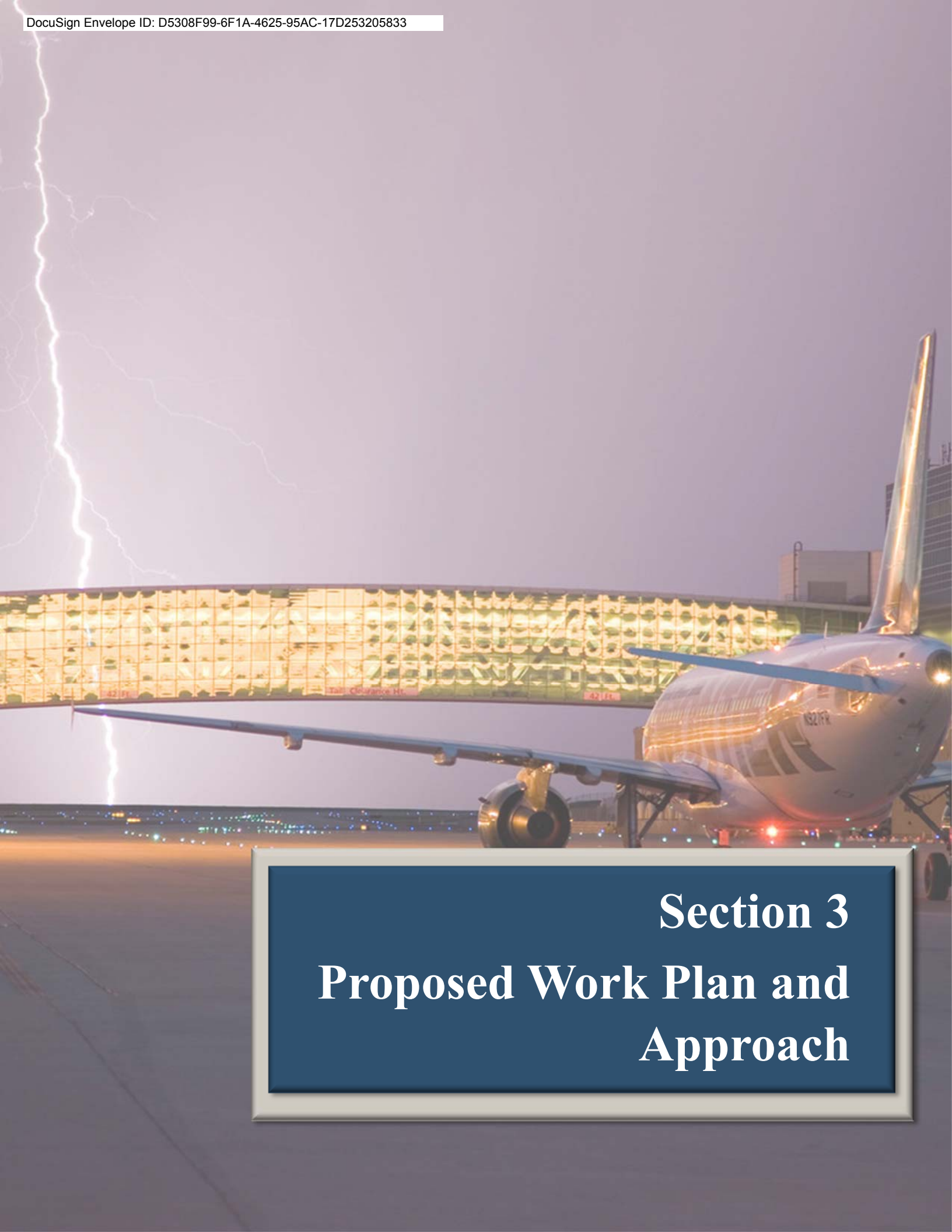
H. Future Initiatives

Over the next five years, GROUND intends to build upon our commitment to equity, diversity and inclusion within our company, and for our industry. This commitment involves continual improvement on our internal policy and procedures, which will not only further promote equity and inclusivity for our employees, but will also further provide opportunities for our valued MWBE partners, and improve the communities we live in. Our human resources department, led by Jeffrey Ackerman, continually improves upon the recruitment, training and training our employees, and we are confident that these efforts will not only continue to help our employee's experience at GROUND, but will improve upon our mentoring, training and support that we are committed to provide to our

MWBE partners.

One of the successful practices we will continue to utilize in the development of GROUND staff and our partnering staff members, is the implementation and improvement of our Work Force Development Program. For the DEN Special Inspection contract, a Work Force Development Plan will be utilized to develop, implement and report the progress of our Workforce Development Program during this important contract at DEN. The plan will provide information regarding the contract specific opportunities, training methods, documentation of training and record keeping to develop specific pathways for our minority employees to gain expedited career development. By prioritizing the implementation and execution of these work force development plans, we will be able to successfully achieve our initiatives to promote diversity, equity and inclusion on each contract.

This commitment is exhibited by our proposed team on this special inspection contract, which utilizes five capable and experienced MWBE partners. We will not only commit to successfully meeting the MWBE contract goals, but also commit to providing the level of assistance and support that will aid our teaming partners to build upon their skills, experience and service ability for success in future contract pursuits. More specifically, we are committing to proposing Triax Engineering LLC as the primary laboratory on this important contract. We will provide the necessary support, training and guidance to ensure that Triax's services successfully meet the service demands of DEN.



Section 3
Proposed Work Plan and
Approach

3. Proposed Work Plan / Approach

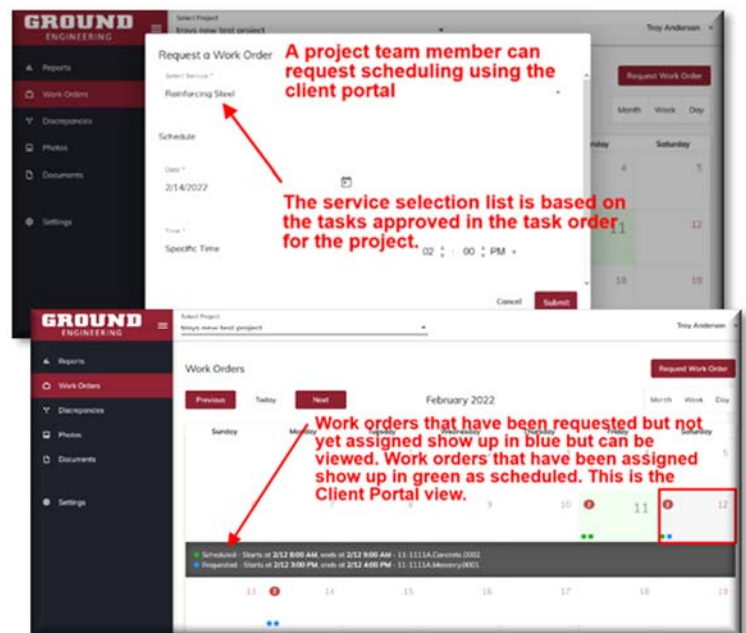
Organizational Team Approach: The management and organization of our special inspection services will be under the supervision of our designated Principal Project Manager (PPM), Timothy C. Luscombe, P.E. As the primary point of contact for all coordination and communication, Tim will assign and coordinate the appropriate personnel for each task to enable efficient usage of project manpower and resources to provide the level of services expected by the airport. Tim will remain in communication with DEN airport QA leadership and the various project teams with the assistance of Project Inspector Supervisors, to ensure special inspections and associated testing are occurring at the frequency required for compliance with Chapter 17 of the International Building Code and any permit requirements from the City and County of Denver Building Department. Tim's daily oversight of project resources and needs will assist in staying ahead of project challenges and provide timely close out documentation.

Task Order Generation: New project initiation will come in the form of task order requests from DEN Project Managers, these requests, including project documentation (plans, specification, project-specific requests), will be carefully reviewed ahead of pre-proposal task meetings. Pre-proposal meetings with the project management teams will enable the identification of project-specific needs and allow specific needs and questions on services to be communicated. Tim will coordinate with our appropriate in-house departments and sub-consultant team members to provide the best solution for each individual project's needs providing not-to-exceed, time and materials costs along with project narratives and descriptions so all parties understand the special inspection scope limitations. Ultimately, subcontractor/team member selection will be based on expertise with the proposed task order scope of work and their current ability to provide resources to the project.

Project Setup: Once the project is funded and approved by DEN and after the notice to proceed is received, Tim will set the project up in our in-house GROUNDops project management database. GROUNDops as described in our cost-effectiveness section allows for specific direction to our field personnel which can provide accurate, thorough and detailed special inspection and SI testing specific reports in a timely manner for review and distribution. Set up within GROUNDops includes customization of each project reporting level to individual project managers preference, be it via email or through access to our online client data base Client Por-

tal which is recommended. In addition, the scope of services will be reviewed by the Project Inspector Supervisors to gain clarity and a greater understanding of the services to be provided.

Scheduling Services: After the project is set up, our team will be ready to provide special inspection and testing services. Scheduling of these services can be performed by the project manager, their representative or general contactor (if allowed). As our services are periodic and on an as needed basis, scheduling is requested by 3pm the day before inspections and tests are needed. We are happy to receive scheduling through phone calls to our central dispatch at (303) 991-6919, emails or text messages to the Project Inspector Supervisors/PPM or using our Client Portal (recommended). When scheduling services through the Client Portal, the team member who schedules will have a list of previously assigned services from the task order to choose from. This list of services will be defined to include only those services provided during the task order preparation, thereby alerting DEN and their contractors to any out-of-scope work. We understand that construction challenges result in occasional late evening or even same-day schedule requests and we will endeavor to cover these requests with direct communication to Tim, as the PPM. As soon as services are scheduled and added to the Client Portal, the calendar view will show requested services and the date/time of the requested service. This provides a convenient check of future scheduled services as well as an easy reference back to prior scheduled work order services.



Staff Assignments: Assignment of requested services to our special inspection and testing team occurs by our Project Inspection Supervisors and by Tim through our GROUNDops scheduling calendar. This fluid calendar

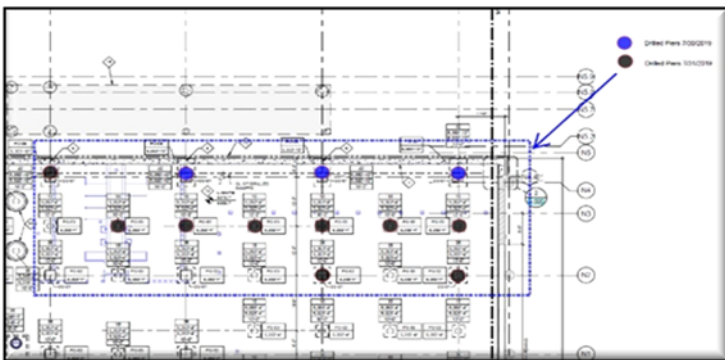


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not only emails inspectors of their upcoming assignments, but allows GROUND the flexibility and vision to utilize the right personnel for the right service that is required on each project. In the Client Portal, you can visually see in real-time when the requested work order has been assigned, as the work order changes color from blue to green.

All project documents for use in the field including project plans, soils reports, specifications, and additional pertinent project information can be uploaded into our Client Portal which is fully accessible by all designated project management personnel, special inspectors, and field-testing technicians (including subconsultant teaming partners). This uploading can be performed by project managers, contractors, or by our Project Inspection Supervisors. It is often the case that each contractor will utilize their own preferred database and technological software (i.e., Bluebeam, Dropbox, Procore, etc.) and Tim will coordinate to gain the latest approved documents for distribution to our inspection team. This is a critical component in performing accurate and complete inspections.

Inspection Tracking: All inspectors and supervisors along with the PPM will provide annotated plans “unofficial inspection as-builts” to track inspections, thereby ensuring complete coverage of all items requiring special inspection that are approved to be tested during task order preparation. Tim has provided these services during concrete placement, caisson installation and other construction testing activities over the past 5 years on DEN projects. These plots are routinely updated as construction progresses and where applicable will be added to the inspection and testing reports for review. (*see example below*).



The Client Portal maintains records of all completed and approved inspection and testing documentation, as well as easy to reference discrepancy lists and photo documentation. Items such as discrepancy logs and discrepancy tracking, as well as all photographs captured during field

work order data entry, are available to clients as soon as the field personnel synchronize their mobile applications back to the website. This can be done multiple times per day providing field personnel have cloud connectivity.

Photographs are labelled with the date and work order they were associated with as well as any annotations and comments by field personnel. All work order reports are available for review and downloading, if desired, as soon as they are approved from the Project Inspector Supervisor’s inbox, generally within 24 hours. Project team members can control individual settings within the Client Portal for notification of new reports that are approved from the GROUNDops inbox. Notification options include the following: (1) receiving an email with the pdf report each time one is added to the portal, (2) receiving one email each afternoon for reports added and associated links to access them, or (3) receiving one email each week with links to all reports for the week. The user can select more than one option, or deselect all options if they do not want any emails; all team members have the convenience of accessing the portal for each of their projects, at any time.

GROUND and our team of subconsultants will provide special inspection services per the construction documents and applicable specifications and standards as outlined in Chapter 17 and other referenced project documents, expediting services as needed per the contractor’s schedule.

Reporting and Discrepancies: We utilize a series of template reports with check boxes and drop-down menus in order to provide report uniformity as well as to provide reminders and prompts to our inspectors of all the various items that need testing. Our inspection templates are based on industry organizations’ recommended reporting requirements (such as the reporting outlined in the Reinforced Structural Masonry Inspectors Handbook by the Masonry Institute of America). Materials testing reports



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follow the requirements of ASTM standards. Our reports are downloadable PDF files that present all our inspection and testing data. Often included within these reports are applicable and relevant pictures that assist in providing clarity and understanding to our reports. We can also adjust templates should projects have specific requirements.

Discrepancies are a part of all construction projects and while the majority of discrepancies are unforeseen issues or challenges of complex construction, most discrepancies may require the Engineer of Record approval or some other resolution including fixing issues in place or removal and replacement. All discrepancies are documented on our discrepancy log which provides real time updates to the Client Portal when our mobile app is synchronized to the cloud for timely reporting and resolution tracking of these discrepancies is critical for timely closure of issues and project close out. As the overseeing professional engineer responsible for the special inspections and special inspection testing, Tim will regularly review and assist project inspectors, project managers and contractors in resolving discrepancy items.

Materials Testing: Materials testing services that are required as part of the special inspection requirements will be performed in the field and in the laboratory, as scheduled. In certain cases, if appropriate and when efficiencies can be gained, some special inspectors may provide field testing (such as thickness on cementitious spray applied fireproofing which is inspected on a periodic basis), or additional materials testing personnel will be assigned work orders and dispatched to the airport (such as during concrete placement where the special inspector is required to provide continuous inspection of placement techniques). The majority of samples (concrete, soils) will be delivered to our MWBE sub-consultant Triax's nearby laboratory or to GROUND's Commerce City laboratory for more specialized testing.

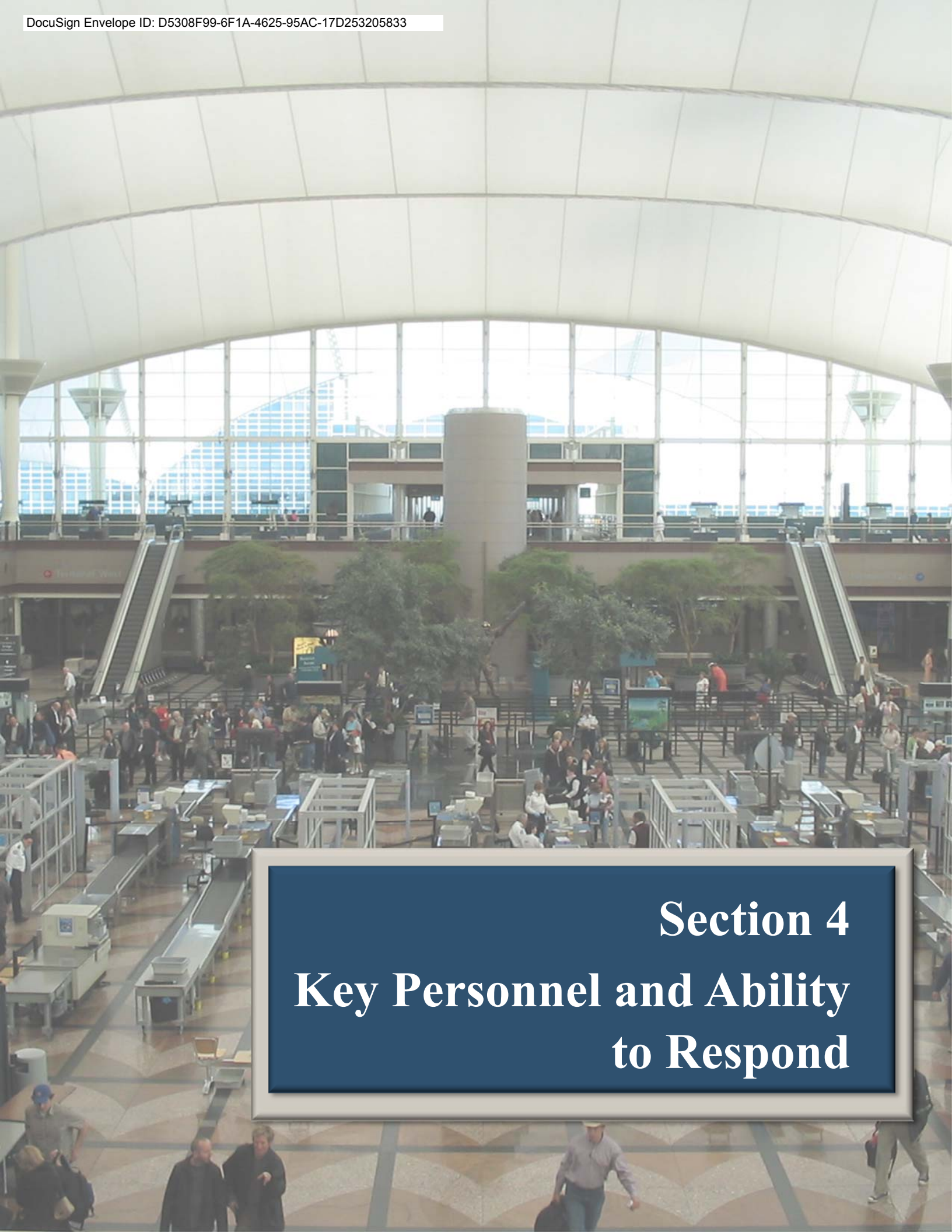
Budget Cost Tracking: GROUND tracks project costs through the assigned work orders to each project. Project special inspectors and materials testers cannot assign time to the project without having a work order assigned to them to bill time against. During daily review by the Project Inspection Supervisors and the PPM, the time taken for the inspection is also reviewed against the services that were provided. Discrepancies in time for inspections against the services provided are immediately drawn to the inspector's attention for correction. These weekly hours are then highlighted on a tracking log accessible by the project managers to assist in budget tracking. Combined with regular communication between Tim and the Project Inspector Supervisors, these steps will ensure scoped work is inspected and costs controlled.

Our Commitment: GROUND understands that many moving parts must come together to complete a project successfully on a daily basis. Not only do we need an efficient system in place between our proposed project team that is inclusive of all our sub-consultants, but also the other entities that must interface (i.e., DEN, QA Inspectors, Commissioning Agents, Contractors, etc.). The GROUND team will commit to being flexible to meet the needs of all entities including DEN, City and County of Denver, the selected General Contractor, and all selected subcontractors per each Task Order. In this case, communication is key. Through this communication, project team members will have a good understanding of when GROUND will be on-site for special inspections and we are able to provide 24/7 coverage of requirements under this contract.

Summarizing the steps of this project approach, we have identified our six-step approach below.

Six Step Bullet Point Plan

- 1) Task order request and response to verify scope, cost and personnel**
- 2) Project set up including documentation control and task reporting**
- 3) Provide special inspection and special inspection materials testing services**
- 4) Report of result and discrepancies, communicate and assist in solutions**
- 5) Track costs, inspection coverage through "SI as-built" tracking records**
- 6) Close out letters and documentation with building department**



Section 4
Key Personnel and Ability
to Respond



4. Key Personnel & Ability to Respond

Team Overview

We have assembled an experienced team of special inspection firms that have worked on a wide range of projects, including extensive experience at DEN. GROUND has successfully partnered with consultants on numerous large contracts and projects utilizing MWBE, SBE, and DBE partners. Our proposed team includes five accredited and experienced special inspection firms including **Ground Engineering Consultants, Inc., Metrix Inspection Group, LLC, Shrewsberry and Associates, LLC, Triax Engineering, LLC, & Martinez Associates, Inc.**

Our combined team has over 200 staff members to services AIM DEV, including 50 total field inspectors and testers. We have the capacity to successfully deliver qualified and consistent resources on this important contract. Our ability to consistently provide high-quality special inspection services is due to our commitment to provide certified personnel, with a commitment to deliver unmatched service and quality. Field inspector/technician certifications include: ICC, AWS, ACI, PTI, PCI, CDOT, CAPA, WAQTC, and NICET. All services will be supported by our primary AASHTO R18 Accredited Laboratory led by Triax Engineering, and supplemented by our central GROUND AASHTO R18 Accredited Laboratory located in Commerce City, as needed. All five firms have successfully teamed on prior contracts and projects to bring experience and capacity to the DEN Special Inspections contract. Together the GROUND team can efficiently and cost-effectively perform all required special inspection and materials testing services under this contract while coordinating efforts with DEN and other project team members.

Organizational Chart

See the organizational chart as an attachment to this submittal which outlines our team's structure. Value-added elements of our collective team include:

- Significant long-term and recent DEN experience and a thorough understanding of DEN service expectations, means, and methods.
- Understanding of DEN project requirements that include DEN, IBC Chapter 17, City and County of Denver, CDOT, and FAA standards and specifications.
- A proven team with capacity to respond to seasonal increases/decreases in workload.
- Ability to staff multiple task orders concurrently.

- Meaningful MWBE, SBE, & DBE subconsultant participation.
- Intentional mentorship opportunities for our MWBE, DBE, SBE teaming partners.
- Primary laboratory will be the accredited laboratory operated by Triax Engineering (MBE, SBE, DBE), with GROUND's central laboratory to provide seamless support, as needed.

Ground Engineering Consultants, Inc. (Prime Consultant)

Incorporated in 1984 and led by President Andrew Suedkamp,

P.E., GROUND has over 38 years of experience in providing geotechnical engineering, materials testing, and special inspection services to Colorado and across the Front Range. With an experienced staff of over 180 professional engineers, special inspectors, and materials testing technicians with the proper certifications and experience to provide any special inspection required. Our staff also includes in-house Certified Weld Inspectors, Firestopping Inspectors, and Third-Party Building Inspectors.

GROUND has provided special inspection services for nearly four decades in the City and County of Denver, which has included contracts overseen by the Denver International Airport, the City and County of Denver, Colorado Department of Transportation, Denver Public Schools, and numerous others. GROUND brings significant experience and staffing capacity to serve as the primary consultant for this contract, along with our four proposed MWBE, DBE, SBE subcontractors to promote equity, diversity, and inclusion throughout this important DEN contract.

We propose Timothy C. Luscombe, P.E. as our Principal Project Manager (PPM) who will be the main point of contact for the duration of the contract. Coordinated by Tim, our team will have various project managers, special inspectors, and materials testing technicians to assist in successful delivery of services.

Scope of Work: Timothy Luscombe, P.E. – Proposed PPM under this contract, intermediate departmental project managers (structural steel welding & bolting, firestopping, spray-applied fireproofing, prestressed concrete, drilled piers, reinforcing concrete, structural masonry, soils, etc.), special inspectors, materials testing technicians, and laboratory support staff and services, as needed.

Office & Laboratory Address: 7393 Dahlia Street, Commerce City, Colorado



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Total Employees at Office: 181 Total, 70 at Commerce City Office Location (5 Professionals, 2 Support Staff)

Teaming Partners:

We took great care in selecting our teaming partners for this special inspection contract. We strive to team with firms – particularly MWBE, SBE, & DBE firms – that have successfully worked with us as a team on past projects, have the internal drive to complete all projects under the contract to the best of their ability with the goal of delivering a quality project, as well as firms with the ability to work well together and the desire to learn and grow. Our proposed teaming partners meet and exceed these criteria, offering DEN a value-added team and our partner firms unmatched mentorship opportunities to grow their business and further their success within the industry.

Metrix Inspection Group

A Certified DBE/MBE/SBE firm, Metrix Inspection Group has extensive experience in municipal, commercial, and airport projects. They have a broad knowledge base and flexible talent pool of inspectors including: structural, architectural, mechanical, electrical, and specialty construction.



Metrix holds certifications through the International Code Council, American Welding Society, Western Alliance for Quality Transportation Construction, Occupational Safety Hazard Association, American Concrete Institute, International Firestop Council, American Technical Institute, and the Colorado Division of Fire Prevention and Control.

Since 2015 Metrix has successfully delivered inspection services to DEN as both quality assurance inspectors working with the Airport and Infrastructure Management (AIM) team, and as quality control subcontractors to prime builders such as Hensel Phelps. Similarly, their project leadership team has decades of combined experience successfully delivering wide-ranging projects to DEN.

Scope of Work: Special Inspection Services

Office Address: 2499 Washington Street, Denver, Colorado

Total Employees at Office: 5 (3 Professionals, 2 Support Employees)

Shrewsberry & Associates



A certified DBE/CBE/MBE engineering consulting firm established in 2001 and known for its commitment to quality, client services, and dedication to the enrichment of their communities. They are known for providing unmatched engineering and consulting services and for their goal to recruit, train, and mentor a diverse group of professionals. Shrewsberry is home to many inspectors experienced in aviation construction inspection. Their program management staff is unparalleled in leading and delivering large complex projects.

Shrewsberry holds significant DEN experience and has provided preconstruction/construction management, and QA/QC for the construction of Denver Airport Hotel and Transit Center is currently performing under DEN contract since 2017 in providing design management, project management, and construction inspection services in support of DEN's facility and airfield development program, and is also currently a member of the AECOM team performing Quality Assurance and Special Inspection Services for the DEN QAISIS project.

Scope of Work: Special Inspection Services

Office Address: 2696 South Colorado Boulevard., Suite 460, Denver, Colorado

Total Employees at Office: 96 (20 Professional, 2 support staff)

Triax Engineering



A certified MWBE, SBE, DBE, and EBE firm specializes in materials testing and geotechnical engineering. Founded in 2014 with quality and ethics as two fundamental canons, Triax provides geotechnical engineering and materials testing services. The firm's laboratory services are accredited by AASHTO R18 for several quality systems and test procedures for concrete, soils, aggregates, and asphalt. Under this contract, Triax Engineering's Laboratory will serve as the primary lab under the contract, with GROUND's laboratory support, as needed. To ensure efficiency and a streamlined approach, Triax will utilize GROUNDops to complete all laboratory documentation and reporting. GROUND will be working closely with Triax, providing mentorship and assistance throughout the contract, ensuring Triax has the sufficient support to successfully deliver services on this contract; we believe this opportunity provides Triax with a significant opportunity to grow as a company, and provide enhanced future contract opportunities.

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Since their inception, Triax has completed materials testing and laboratory services on numerous projects directly for DEN including DEN Concourse A Commuter Expansion, DEN Concourse C Expansion, DEN Southwest Hanger, Mod 4 East Parking Garage, DEN Pond 2M-7, DEN Pond 001 Expansion, DEN Water 2016 Vault Improvements, Den Annual Airfield Pavement Rehab (2017, 2018, 2021), Den Runway 8/26 Rehab, DEN Glycol Ponds, and 2021 Landside Pavement Rehab.

Triax has also completed materials testing and laboratory services for City and County of Denver and CDOT Projects including Stockyards 3.01a SYEC Pad Ready (CCD), Stockyards 3.01b Rail Realignment (CCD), Jackson Street Storm PHI (CCD), Stockyards 3.07A – Legacy and Livestock Center (CCD), and I-25 at Little Thompson River (CDOT).

Scope of Work: Primary Laboratory Services and Materials Testing Services

Office & Laboratory Address: 5350 Broadway, Denver, Colorado

Total Employees at Office: 18 (2 Professionals, 4 Support Staff)

Martinez Associates

A DBE, ESB, MBE, SBE, VOSB, and RTD certified firm, Martinez Associates' primary goal is to be the first and best choice for comprehensive construction inspection, testing, and engineering services. Martinez Associates has a professional staff that provides diverse expertise and experiences, industry certifications, qualifications, and licenses. Their various skills and abilities provide flexibility, quality service, customer satisfaction, and quality assurance.

Martinez Associates can provide technicians that have been certified by the following agencies: International Building Code, National Institute for the Certification of Engineering Technologies, American Concrete Institute, Western Alliance for Quality Transportation Construction, and Colorado Asphalt Pavement Association.

Martinez has significant experience in providing materials testing and special inspection services on large buildings within the City and County of Denver that include: La Tela Affordable Housing Development (6 stories). The 4.1-million-dollar project will be the first 100% permanently affordable for-sale condominium development



in Denver. Martinez also provided materials testing and special inspection services for the Albion 44 Apartments in Denver, Colorado. Construction included a 5-story apartment building with 44 apartment units.

Scope of Work: Materials Testing Services

Office Address: 14828 West 6th Avenue, Unit 9-B, Golden, Colorado

Total Employees at Office: 25 (3 Professional, 5 Support Staff)

Key Personnel

Among the project personnel dedicated to this contract, we have identified 6 key personnel under this contract and included brief summaries below. *Additionally, resumes are provided as an attachment to this submittal.*

Timothy C. Luscombe, P.E.

Proposed Principal Project Manager (PPM)
GROUND



Tim is a Colorado licensed professional engineer with 23 years of experience in providing construction materials testing, special inspections, and civil inspection services with a total of 16 years providing services specifically at DEN. Most recently, Tim is serving DEN under a five-year contract performing quality assurance materials testing and on-site accredited laboratory management services. Tim is strongly experienced in performing services in accordance with CCD, FAA, CDOT, and FHWA specifications and guidelines, as well as a thorough understanding of IBC Chapter 17 requirements. Tim's experience at DEN is exhibited with significant familiarity and understanding of DEN operations, policies, and procedures.

Tim has significant involvement in providing management services under large contracts with teaming partners that have included MWBE, DBE, and SBE firms. As a mentor, partner, and manager, Tim has guided numerous underutilized multicultural/disadvantaged businesses to successful project delivery through training opportunities and support. Specific successful teaming partnerships have included: DEN Hotel and Transit Center - Joint Venture with Vine Laboratories (DBE), DEN QA Materials Testing & Laboratory Services contract – partnership with Martinez Associates (DBE, ESB, MBE, SBE, VOSB, & RTD), and Geocal, and numerous Runway Rehabilitation projects partnered with Triax Engineering (MWBE, SBE, EBE, & DBE). Tim understands the im-

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importance of working as a team to support and promote disadvantaged business growth and success.

Vinod Ravindran, M.S., P.E.
Materials Testing Accredited Laboratory Manager
Triax Engineering

Vinod has over 19 years of experience in providing construction materials testing, special inspections, geotechnical engineering, and laboratory services. As the president and Senior Engineer at Triax, Vinod has led many projects to success including numerous contracts with DIA. Under this contract, Vinod will be providing services as the materials testing accredited laboratory manager and primary provider of all laboratory services.



Vinod has provided geotechnical investigation for 6 bridges at Denver International Airport connecting access roads to Levels 4, 5, and 6 at East and West Terminals. DEN projects have included (but are not limited to): Concourse C Expansion, Mod 4 East Parking Garage, Southwest Hanger, DEN Pond 2M-7, DEN Pond 001 Expansion, DEN Annual Airfield Pavement Rehabilitation (2017 & 2018), DEN Runway 8/26 Runway, DEN GARDI B NW, 2021 Annual Airfield Pavement Rehabilitation, 2021 Landslide Pavement Rehabilitation, and DEN Water Vault Improvements (2016).

Paul Gustafson, C.W.I.
**Project Inspector Supervisor - Structural Steel/
 Welding/Bolting**
GROUND

Paul Gustafson is a Senior Certified Weld Inspector with 27 years of experience within the construction industry and 22 years as a Senior C.W.I and project manager for Ground Engineering, providing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. Under this contract, Paul will be the Project Inspector Supervisor for all structural steel, welding, and bolting elements. Paul will be responsible for the initial review of steel special inspections reports and will also be available to provide certified weld/bolt inspections (field and fabri-



cation shop).

Specific responsibilities under this contract will include review of reports and project deliverables, support and management for in-field certified weld inspectors, schedule production for certified weld inspectors, and review of project billing. Paul will be the liaison between Tim and the field inspection staff. He will also be available for consultation and support/expertise regarding any task-specific problems that may arise, client/general contractor communication, and additional support for attendance at meetings.

Jeff Perzinski
Project Inspector Supervisor – Structural Special In-
spections (Reinforced Concrete, Soils, Cementitious Fireproofing,
 Structural Masonry)
GROUND

Jeff Perzinski is a project supervisor at GROUND with 11 years of experience in providing special inspections, materials testing, and civil inspection services. Under this contract, Jeff will be the Project Inspector Supervisor for structural special inspections.



Jeff will be responsible for reviewing reports and project deliverables for reinforced concrete, spray applied fireproofing, structural masonry, soils, and prestressed concrete special inspections, schedule production for all structural special inspections department in-field inspectors, project review, tracking and review of project billing, client communications with DEN and general contractor, as well as the support of in-field inspectors under his specific structural inspections department. Jeff will also be the intermediate line of review before all reports are submitted to Tim for final review and submittal to our Client Portal. Additional tasks will include coordination with Triax Engineering regarding laboratory testing and ensuring results are turned around based on DEN's needs.

Previous work for DEN includes: Concourse A Data Center Re-Life, DEN Mod 4 East Parking Structure, DIA Permanent Vehicle Storage Buildings, DEN Concourse C Escalator Replacement, DIA Annual Airfield Pavement Rehabilitation, DIA Central Plant Cooling Tower Sump Separation, and numerous others.

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Sam Thompson, P.E.
Project Inspector Supervisor Firestopping
Special Inspections
GROUND

Sam is a professional engineer with 18 years of experience within the construction industry, all with GROUND. Sam is currently the senior manager of our third-party building inspection/firestopping inspection services department.



Sam routinely works in providing firestopping special inspection services (among other third-party building inspection services) to various municipalities, school districts, and other entities that include: DEN, City & County of Denver (Denver-certified firestopping inspections), and inspections for Denver Public Schools on behalf of the Colorado Division of Fire Prevention and Control (DFPC).

Sam and his department routinely provide firestopping inspection services under the DEN AECOM Special Inspections Contract, as well as for firestopping inspections for various general contractors and projects at DEN.

Under this contract, Sam will serve as the Project Inspector Supervisor of all firestopping inspection services. He will act as intermediate manager and liaison between Tim and the field firestopping special inspectors.

Matthew Swartz
Laboratory Supervisor
Triax Engineering

Matthew brings seven years of experience in construction materials testing, special inspection services, and associated laboratory services. Matthew routinely completes laboratory testing services on DEN, CDOT, FAA, and City and County of Denver projects. Matthew manages the Triax Laboratory and ensures it is running in compliance with CDOT, AMRL, and CCRL standards.



Under this contract, Matthew will be the laboratory supervisor for all materials testing samples including concrete, soils, aggregates, shotcrete, masonry, and asphalt. Matthew will be responsible for the daily management of laboratory duties, as well as quick turnaround of laboratory results.

Matthew will assist in providing daily coordination with materials testing technicians (Triax, Martinez, & GROUND), special inspection field staff, and applicable management support staff. Tim will work closely with Matthew as a mentor to ensure that services are provided efficiently and cost-effectively to DEN throughout this contract.



Section 5
Company Experience &
Qualifications



5. Company Experience & Qualifications

Our team has a depth of experience providing special inspection services on DEN projects, other regional airport projects, and on construction projects for entities that include the City & County of Denver, Federal Highway Administration, and the Colorado Department of Transportation. Our team has experience in providing QA/QC services to DEN since its groundbreaking in 1989 and experience delivering services of hundreds of projects ranging in size to the largest **\$800 million DEN Hotel and Transit Center, as well as** our recent contract in providing on-site QA materials testing and laboratory services under DEN Contract for the past 5 years. Our proposed team understands DEN's processes, procedures, and expectations, and we have the capacity and expertise to provide reliable and efficient special inspection services for all proposed task orders under this contract. The following pages detail some of our recent relevant team experience.

Municipal Contract Experience

GROUND and its teaming partners have performed special inspections services under many municipal contracts that include but are not limited to: **City and County of Denver, City of Aurora, Adams County, Arapahoe County, City of Commerce City, City of Northglenn, City & County of Broomfield, City of Westminster, City of Federal Heights, City of Lakewood, City of Wheat Ridge, City of Boulder, Boulder County, City of Arvada, Jefferson County, City of Loveland, Town of Englewood, City of Greenwood Village, City of Littleton, City of Centennial, City of Lone Tree,** and numerous other municipalities across the front range and throughout Colorado.

City & County of Denver Experience:

◆ Projects Completed under City & County of Denver Contract:

GROUND is currently teamed with MWBE, SBE, and DBE partners (including Triax Engineering and Martinez Associates) under the *City and County of Denver On-Call Inspection, Materials Testing, and Environmental Services* Contract (began in 2018, 5-year contract). Notable projects under this contract have included: CCD Urban Farm Renovation, CCD Environmental Learning for Kids – Montebello, CCD Sculpture Park / Flatwork Champa Shore Power Chase, National Western Stock Show Stair Replacement, 48th Avenue Viaduct Rehabilitation, 48th Avenue TOD Sidewalls Bright

on to Claude, and South Platte Trail Retaining Wall.

◆ Projects Within City & County of Denver

Additional significant projects completed within the City and County of Denver include, but are not limited to: Albion 44 Apartments, La Tela Affordable Housing Development, Danico Brewery, Panasonic Phase 2B, Cambria Hotel- River North (RiNo), Aura Santa Fe Arts, Panasonic – Warehouse Demising and Exterior Modifications, CSU at National Western Center – Animal Health Building, National Western Stockyards and Event Center, Dexter Street Apartments, City Park Residences, 7401 Broadway, 1616 Market Street, 1010 Santa Fe Mixed-Use Apartments, Covid19 Emergency Shelter, HUN 2 RiNo Station, Union Station, 1570 Grove Apartments, National Western Center Crane Pad, Denver Water Campus Fireproofing, Gateway Hotel Development, The Gaylord, 113 Stone – Denver Water Operations Complex Redevelopment, The Pulse on Brighton, VIB Hotel, 1700 Broadway Firestopping Inspections, West Line Village, Country Club Towers, Denver Rehab Hospital, Denver School of Nursing, 10th & Acoma Apartments, UC Denver City Heights Residence Hall Framing Inspections, Denver Center for International Studies, National Jewish Health Center Framing Inspections, Colburn Hotel Firestopping, Welding, & Anchor Bolt Inspections, Denver Federal Center Building 16, Magnolia Hotel Structural Steel, 99 South Broadway Firestopping, National Western 3.0 Equestrian Center, and numerous others.

Services provided to the projects above were completed according to IBC Chapter 17 and CCD requirements.

Airport Experience

The breadth of our general aviation experience beyond DEN includes numerous projects at most airports in Colorado and Wyoming, including:

- Rocky Mountain Metropolitan Airport, Broomfield, CO
- Centennial Airport, Centennial, CO
- Front Range Airport, Watkins, CO
- Loveland Airport, Loveland, CO
- Greeley Airport, Greeley, CO
- Eagle County Airport, Gypsum, CO
- Garfield County Airport, Rifle, CO
- Aspen Airport, Aspen, CO
- Grand Junction Airport, Grand Junction, CO
- Montrose Airport, Montrose, CO
- Gunnison/Crested Butte Regional Airport, Gunnison, CO



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- Archuleta County Airport, Pagosa Springs, CO
- Meeker Airport, Meeker, CO
- Laramie Airport, Laramie, WY
- Lamar Airport, Lamar, CO
- Natrona County Airport, Casper, WY
- Hot Springs County Airport, Thermopolis, WY
- Jackson Hole Airport, Jackson, WY
- F.E. Warren Airforce Base, WY
- Buckley Air Force Base, Aurora, CO

Recent DEN Experience

On-Call Contract for Quality Assurance Materials Testing / Laboratory Services: GROUND and its teaming partners (including Martinez Associates) has been providing on-site QA Materials Testing and Associated Laboratory Services for DEN under this 5-year contract. Mr. Timothy C. Luscombe, P.E. (GROUND) has been working under this contract as the on-site overall Materials Laboratory Administrator to provide in-field services that also include maintaining and operating the fully accredited on-site materials laboratory. Under the 5-year contract, GROUND, Martinez and our other MWBE sub-consultants have been providing services to a wide range of DEN projects (civil and building facility projects). QA services including special inspection testing includes: soils/earthwork, Portland cement structural and pavement concrete, structural masonry, spray-applied cementitious fireproofing, magnetic particle & ultrasonic NDT testing on welded connections, asphalt, aggregates, cement/chemically treated subgrade, coring, and associated laboratory testing services.

DEN/AECOM Subcontracted Special Inspection Services: The GROUND team has also provided various special inspection services under the DEN/AECOM contract, including: firestopping inspections, certified weld inspections (field and fabrication shop) and bolted connections, drilled micropile pier inspections, and dry film thickness/coating inspections.

The adjacent chart depicts some of our recent relevant experience in providing special inspection services for DEN projects in the past 2 years:

Recent Special Inspections Work Provided for DEN	
Special Inspection Work for General Contractor	Special Inspection Work under DEN and/or AECOM Contract
Concourse B West United Airlines Tenant Improvements Firestopping Inspections	Level 6 Ticket Counter Odd Size Firestopping Inspections "Level 5 BOH @ Den" (2022)
DEN Sky Market, The Mercantile, & Voodoo Doughnuts - Firestopping Inspections (2021)	Great Hall Phase 2: Structural Steel Weld Inspections (Field & Fabrication Shop) (2021)
DEN L6-2 Kabod Coffee Firestopping (2021)	Terminal Stairwell Pressurization Firestopping Inspections (2020) Concourse B Sewer Repairs - Firestopping (2020) Concourse C Sewer Repairs - Firestopping (2020)
DEN L6-5 Caribou Coffee Firestopping Inspections	PC Air Concourse A Special Inspection Services: Micropile & Structural Steel Certified Weld Inspections (2020)
DEN Concourse B B-10 Holdroom Firestopping & Anchor Inspections (Torque Wrench) (2021) DEN Concourse B B-10 Holdroom Firestopping & Anchor Inspections (Torque Wrench) (2021)	CEP Concourse A West, CEP Concourse B West, CEP Concourse B East, CEP Concourse C East Firestopping Inspections (2019)
DEN Concourse B West United Airlines Hold Room of The Future (HOTF) Firestopping & Anchor Bolt Inspections (2020)	Great Hall Special Inspection Services: Paint Thickness Verification, Certified Weld Inspections (Field & Fabrication Shop), Firestopping, Fireproofing, & Dry Film Thickness - Coatings Inspections (2018)
DEN Plaza Premium Lounge - Concourse A Firestopping (2020) DEN Starbucks Firestopping - Concourse B (2020)	Great Hall Special Inspection Services: Paint Thickness Verification, Certified Weld Inspections (Field & Fabrication Shop), Firestopping, Fireproofing, & Dry Film Thickness - Coatings Inspections (2018)

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DEN Hotel and Transit Center

GAVADIA, JV. (Ground and Vine at DIA)
(Joint Venture with Vine Laboratories, DBE) 50/50%
Denver International Airport
8500 Peña Blvd. Denver, Colorado

- **Owner:** City and County of Denver / Denver International Airport
- **Reference:** Mr. Scott Steckler, AIA, NCARB, LEED AP, City & County of Denver, 1700 Lincoln Street, 1700 Lincoln Street, Suite 240, Denver, Office – (303) 342-5773, ssteckler@HNTB.com
- **Construction Value:** \$800 million
- **Contract Value:** \$3 million
- **Dates:** 2013-2016

The project included the construction of a new Westin Hotel and Transit Center. Building construction included a five-story podium, and nine-level hotel structure, a DEN Train platform canopy, and the level 5 plaza and plaza canopies. Work also included the extension of the AGTS structure from the face of the existing terminal into the new public transit center, extension of the existing baggage handling system, from the terminal into the podium, and the integration of the existing tent roof structure with the new construction. Construction also included a new light rail transit system connection between the airport and downtown Denver's Union Station.

Ground Engineering in joint-venture with Vine Laboratories (DBE) provided QA special inspection, materials testing, and laboratory services that included: reinforcing steel inspections, certified weld/bolt inspections (field and fabrication shop), fireproofing inspections, drilled pier observations, masonry inspections, and post-tensioned slab inspections. We provided materials testing services for utility backfill, roadways, and various building foundations (piles, piers, spread footings, screw piles, etc.)

and foundation elements in addition to elevated columns, grade beams, and floor slabs. We provided complete materials testing services for soils, concrete, shotcrete, aggregate, masonry, and asphalt. Our AASHTO R18 Accredited laboratory supported our field and in-house testing efforts. During the build phase, GAVADIA, JV (GROUND and Vine) provided QA inspections of tensile fabric roof shearing towers, a new retaining wall, 1F – balcony demolition, and roadway modifications.

Overcoming Project Challenges: Because there were three general contractors on the project (Tri-Venture Mortenson-Hunt-Saunders), communication and coordination of schedules was a key challenge. GAVADIA participated in daily meetings with each contractor to confirm the plan for the day and identify upcoming work. Technical challenges included extensive variability in bedrock depths and substantial utility conflicts including many previously unknown utilities. GAVADIA collaborated with contractors on the development of a modified schedule including several workaround solutions to accommodate these changed conditions.

Our teaming partner for the DEN Special Inspections Contract, **Shrewsberry & Associates** also performed work under the DEN Airport Hotel and Transit Center Project. Shrewsberry was part of the on-site construction management team with their scope of work including pre-construction services, construction management, and additional QA/QC testing and inspection services under the general contractor Tri-Venture Mortenson-Hunt-Saunders.

Shrewsberry & Associates Project Reference:

Mr. Ken Johnson – AECOMHunt,
Executive Vice President,
(317)-227-7800, ken.johnson@aecom.com

Country Club Towers

1001 East Bayaud Avenue
Denver, Colorado

- **Owner:** Broe Real Estate Services, Inc. c/o The Post Group
- **Reference:** Mr. Paul Miles, The Post Group, 3200 Cherry Creek Drive South – Suite 480, Denver, Colorado, Mobile - (303) 378-1518, paul@postgroup.net
- **Construction Value:** \$190 million
- **Dates:** Completed 2017

GROUND provided field and laboratory materials testing, special inspection services, and geotechnical engineering services (geotechnical engineer of record) on this project

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constructing the Country Club Towers, a twin-tower facility with three levels of underground parking (to a depth of approximately 35 feet below grade) and 25 levels of apartment complexes. Salient project features include large-diameter drilled piers and shotcrete sealed foundation walls with post-tension structural framing elements. Project challenges included difficulties in access and traffic control operations, design and construction services within a heavily populated and confined work area, and a large water infiltration problem requiring additional design engineering of a foundation wall system to alleviate the problem.

Materials testing and special inspection services including: concrete testing for sitework concrete, structural concrete, and Portland cement concrete paving, earthwork testing (site grading, building, and sitework sub-grade, foundation backfill, utility backfill), structural masonry inspections, structural steel welded and bolted connections, drilled pier observations, reinforcing steel observations, post-tensioned tendons and reinforcing inspections, firestopping inspections, roofing inspections,



and inspections of exterior metal panels. Laboratory testing services include standard and modified proctors with associated Atterberg Limits and Gradation testing, compressive strength of concrete cylinders, mortar compressive strength, grout compressive strength, prism testing, asphalt testing including Theoretical Maximum Specific Gravity (RICE), Asphalt Content, Extraction/Gradation,

Bulk Specific Gravity, Moisture Content, Mix Verification Gyratory Compaction SHRP testing, Lottman Testing, and Micro Deval.

Denver Art Museum Expansion North Building Renovation & Addition Project

100 West 14th Avenue Parkway
Denver, Colorado

- **Owner:** Denver Art Museum c/o Project One Integrated Services, LLC

- **Reference:** Mr. Chris Grundy, (formerly Project One)
Grundy Construction Management & Consulting, Ltd., 2216 Rocking Horse Ct., Colorado Springs, Colorado 80921, (719) 323-7563, chrisg@grundycmc.com
- **Construction Value:** \$175 million
- **Dates:** 2017 - 2021



Construction included a 210,000 square foot renovation and addition to the North Building of the existing Denver Art Museum. New building construction for the Welcome Center included two below-grade levels and seven above-grade stories. Additional new-build elements included the construction of a new second story to the existing gallery and expansion elements.

Significant renovations were also completed on the Bach Wing and Silber Hall to the point of near replacement. Existing building modifications included upgrades to building envelope, vapor barrier, and insulation, as well as significant replacement of mechanical systems with the goal of providing an energy-efficient facility. Site-work improvements were also completed. GROUND, along with our MBE/WBE sub-consultant Triax Engineering, were contracted to perform special inspection and materials testing/laboratory services, including the following:

Special Inspection Services: Structural steel welded/bolted connections (field and fabrication shop), reinforcing steel, pipe inspection (storm and sanitary) per City and County of Denver Standards and Specifications, drill and epoxy inspections, excavation/open-hole inspections, fireproofing, vapor barrier/vapor retarder, post-tensioned tendons/reinforcing inspections, shotcrete inspections, waterproofing/damp proofing inspections, drilled pier observations, structural masonry inspections, micropiles, light gauge metal framing inspections, energy efficiency/

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insulation, weather barrier, and screw inspections. Materials Testing Services: earthwork compaction testing (building and sitework subgrade, utility backfill, foundation backfill), concrete (structural and sitework), asphalt, coring services, floor flatness/floor levelness, masonry, and associated laboratory services.

Project challenges: Due to new construction abutting the existing building, design changes were frequently requested in-field by the General Contractor. GROUND documented all discrepancies and aided in documentation during the change order process. GROUND worked collaboratively with the general contractor and structural engineer while going through the RFI process and ensuring work was in conformance with appropriate project plan design, and consistent with construction modifications established through the change order process.

History Colorado Center

1200 North Broadway
Denver, Colorado

- **Owner:** Colorado Historical Society
- **Reference:** Ms. Tina Lashbrook, Trammel Crow Company, 1225 17th Street, Suite 3175, Denver, Colorado 80202, (303) 628-1738, TLashbrook@trammellcrow.com
- **Construction Value:** \$111 million
- **Dates:** Completed 2011



The project generally consisted of the construction of a 4-story cast-in-place building, with a partial basement and mechanical penthouse on the roof level. The building has a footprint of approximately 42,000 SF. The foundation construction consisted of a drilled pier with foundation walls/grade beams and a slab on grade. The building consists of cast-in-place reinforced concrete elements including: columns, shear/core walls for the elevator and stair sections, mat slabs for the elevator/stair foundations,

slabs on decks, and floor topping slabs. Structural steel framing was utilized for elevator/stair section framing, entry framing, bay window framing, and roof framing and decking placement.

Special inspection services were completed according to IBC Chapter 17 and the City and County of Denver standards and specifications.

Sheltair Airport Hangar and Office Facility

Rocky Mountain Metropolitan Airport
1175 Airport Way
Jefferson County, Colorado

- **Owner:** Sheltair Aviation
- **Reference:** Mr. David Gully, Tectonic Group, Inc., (303) 882-7966, dgully@tectonicdesignbuild.com
- **Construction Value:** \$20 million
- **Dates:** Completed 2020



Construction for the new airport hangar and office facility at that Rocky Mountain Metropolitan Airport (RMMA) included a 35,000 square foot aircraft hangar and office building, as well as a 21,600 square foot Fixed Base Operation Building. Foundation construction for facilities consisted of a deep foundation/drilled pier system with a combination of structural floors and slab on grade. The hangar building was constructed of structural steel framing with a steel joist and metal deck roof system. Site improvements included grading, overexcavation, utility installations, concrete paving/flatwork, and asphalt paving.

GROUND provided special inspections, materials testing, and associated laboratory testing services for the new facility. Noteworthy special inspections that were per-

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formed included (but are not limited to): drilled pier observation, excavation/open hole inspections, reinforcing steel inspections, pipe/utility inspection (storm and sanitary), and structural steel certified weld inspections/anchor bolt inspections.

Special inspections were performed in accordance with IBC Chapter 17, and FAA standards and specifications.

Paul Sandoval Campus Building 5
“Northfield High School”,
Music & Drama Addition, & Auxillary Gym
Addition

*5400 North Central Park Boulevard
Denver, Colorado*

- **Owner:** Denver Public Schools
- **Reference:** Mr. Jim Staples, Denver Public Schools, S. Acoma Street, Denver, Colorado 80223, (720)423-3200, jim_staples@dpsk12.net
- **Construction Value:** \$55 million
- **Dates:** Completed 2020




Construction included a new two-story 46-classroom building (Building 5/Northfield High School), a Music/Drama Addition, and two new auxiliary gyms.



Organizational Chart

Special Inspection Services



Glenn Frieler, P.E.
City and County of Denver QA Services

Key







Timothy C. Luscombe, P.E.
Principal Project Manager

- Reinforced Concrete
- Spray Applied Fireproofing
- Structural Masonry
- Soils
- Prestressed Concrete
- Structural Steel and Bolting
- Structural Welding
- Fire Stopping

Jeff Perzinski,
Project Inspector Supervisor

Paul Gustafson,
Project Inspector Supervisor

Samuel Thompson, P.E.
P.I. Supervisor

Ron Welty, Project Inspector

Kevin Koenig,
Project Inspector

James Corbin,
Project Inspector

Jeremy Ijams, P.E.,
Project Inspector

Alex Davison,
Project Inspector

James McDonald,
Project Inspector

Barry Bowland,
Project Inspector

Riley Rukavina,
Project Inspector

Steve Thomas,
Project Inspector

Austin Nicodemus,
Project Inspector

Erik Campbell,
Project Inspector

Tyson Weston,
Project Inspector

Kyle Tso,
Project Inspector

Zach Mitchell,
Project Inspector

Riley Rukavina,
Project Inspector

Zach Mitchell,
Project Inspector

Josh Bash,
Project Inspector

Charles Whitehead,
Project Inspector

Materials Testing Services

Vinod Ravindran, P.E.
Materials Administrator

Matthew Swartz
Laboratory Supervisor

Tyler Landwehr
Materials Tester

Parker Eldredge
Materials Tester

Phillip Banks
Materials Tester

Edgar Perez
Materials Tester

Alia Mendoza
Materials Tester

Abby Fullenkamp
Materials Tester

James McDonald
Materials Tester

Special Inspection Materials Testing Services



Diversity Survey

Reference #	14409011
Status	Complete
Business Email Address	jessica.irons@groundeng.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	contract.procurement@flydenver.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	DEN Special Inspection Services
Solicitation No. (Check Below if Not Applicable)	NO. 202161445
Name of Your Company	Ground Engineering Consultants, Inc.
What Industry is Your Business?	Professional
Address	41 Inverness Drive East
City	Englewood
State	Colorado
Zip Code	80112
Other (if not state, enter country, province, etc. here)	United States
Business Phone Number	303-289-1989
Business Facsimile Number	303-289-1686
1. How many employees does your company employ?	Over 100
Number of Full Time:	181
Number of Part Time:	4
2. Do you have a	Yes

Diversity and Inlusiveness Program?

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 inlusiveness principles and programs. This may include, for example, (i) diversity and inlusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inlusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)

3.GROUND is dedicated to making diversity and inlusiveness an integral part of how GROUND does business and who we are as a company. We have implemented a diversity council as part of our strategic effort to manage this program. The council consists of a group of employees including, senior leadership and upper management, who are the driving force behind diversity and inclusion efforts. Their primary purpose is to link company business strategies with program strategies. The council determines annual strategies in three major areas; recruitment and sourcing, retention and training. As GROUND recruits new hires each year, we ensure that existing hiring sources are consistent with GROUND's diversity strategy. We provide training to our upper management on an annual basis to encourage an environment where employees have an individual sense of respect, support and value for their unique contributions and perspectives. This atmosphere promotes teamwork built upon diversity and inclusion in decision-making processes. Our Equal Employment Opportunity (EEO) and Affirmative Action Plan (AAP) policies are a core piece of our diversity and inclusion program. The EEO/AAP policies ensure equal hiring and treatment of applicants and GROUND employees on a wide scale. The effectiveness of our program is measured and evaluated on a semi-annual basis. The diversity council reviews data maintained by human resources for hiring, sourcing, turnover and retention. In addition, the council reviews strategies with ownership and upper management on an annual basis, ensuring alignment with company goals, business objectives and customer needs.

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

Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inlusiveness policies to employees? (Select all that apply)

Employee Training

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)

6.To achieve diversity and inclusiveness in supply and procurement activities, GROUND encourages bids from a wide range of companies and contractors. This practice has resulted in joint venture and contract partnerships and mentoring and relationships with several Minority and Women Owned Business Enterprises (M/WBE), DBE, and SBE firms. GROUND also leverages alliances with DBE, SBE, and M/WBE suppliers to mutually strengthen our organizations. GROUND currently partners exclusively with 3 different recruiting and staffing firms, each of which holds current DBE, SBE & M/WBE certifications. These companies maintain and advance the standards GROUND has set as an equal opportunity employer and supply GROUND with a diverse group of qualified, skilled and experienced candidates.

7. Do you have a diversity and inclusiveness committee?

Yes

7.1 If Yes, how often does it meet?

Annually

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

No

9. Does your company integrate diversity and inclusion competencies into executive/manager

No

**performance
evaluation plans?**

**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**

Jessica Irons

Today's Date

02-14-2022

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

[GROUND_MWBE_Equity_Diversity_and_Inclusion_Plan_-_Upload_to_Survey.pdf \(137 KB\)](#)

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2022-02-14 16:38:42

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Resumes

GROUND

ENGINEERING

Education

- BSc, Geology and Physical Geography, University of Edinburgh, United Kingdom, 1994
- MBA, Colorado State University, Colorado, 2015

Professional Licenses

- P.E., Professional Engineer, State of Colorado

Certifications

- ASQ – Certified Manager of Quality / Operational Excellence
- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- ACI Concrete Strength Testing Technician
- ATA Designing and Implementing Stormwater Management Plans
- ATA Stormwater Management During Construction Erosion Control Supervisor
- CAPA Level A / B / C
- CDOT Basic Highway Math, Plan Reading, Construction Surveying
- CDOT Soils Inspector
- ICC Spray-applied Fireproofing Special Inspector
- ICC Structural Masonry Special Inspector
- PTI Level 2 Unbonded PT Inspector
- OSHA Course # 510 – Occupational Safety and Health Standards for Construction Industry
- NICET Level IV Construction Materials Testing – Soils
- NICET Level IV Construction Materials Testing – Concrete
- NICET Level IV Construction Materials Testing – Asphalt
- NICET Level I Geotechnical Engineering Technology – Generalist, Exploration, Laboratory, Construction
- OSHA/Hazwoper 40 Hours
- OSHA Construction Safety 10 hr
- OSHA Confined Space

Years of Ground Experience

23

Timothy C. Luscombe, MBA, ASQ CQM/OE, P.E.

Senior Project Manager, Health and Safety Manager

Tim has provided project management services at GROUND for almost 23 years in construction materials testing, special inspections, and civil inspections. He has performed services on many construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development, and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis, and personnel management.

In addition, Tim has performed subsurface geotechnical exploration sampling and collection, laboratory analysis on samples recovered, and written geotechnical reports. Tim has developed and reviewed concrete mix designs utilized for structural and pavement concrete. Currently, Tim serves as the Materials Laboratory Administrator overseeing the contract to maintain and operate the Denver International Airport materials laboratory. He also serves as the corporate Health and Safety Manager, responsible to implement health and safety policies and protocols across the whole company.

Tim started his career performing field testing, special inspections, quality control inspection, and quality assurance inspection before progressing into management in 2003. Tim has since gone on to earn his Professional Engineers License in the State of Colorado furthering his knowledge base with a hands-on approach to all facets of materials testing and materials engineering.

DEN Quality Assurance Materials Laboratory Administrator

Tim is currently overseeing GROUND's contract with Denver International Airport (DEN) as the Quality Assurance Materials Laboratory Administrator. Tim supervises all the field and lab materials testing services for construction activities at DEN including special inspection testing on the Great Hall Redevelopment and the Concourse Expansion Program. In addition, large scale runway rehabilitation projects as well as annual airfield and infrastructure maintenance projects are tested through the laboratory. Tim provides supervision of a technical staff between 7 and 20 employees including M/WBE subconsultants.

High-Rise - South Terminal Redevelopment, DIA, Denver, CO

Tim provided the services as the Special Inspections and Testing Manager for the \$800 million Hotel and transit center at Denver International Airport through a joint venture with an M/WBE testing firm. Services included intensive review of construction quality for deep foundations, post-tension concrete construction, structural steel welding services, as well as inspection and testing for the replacement of six approach bridges. Success was achieved through creating a positive team approach while providing a unified service to the client on a fast-paced and ever-changing project.

Aviation - Denver International Airport Runway & Aprons, Denver, CO;

Performed mix trials for structural and paving concrete for annual pavement replacement and runway-specific rehabilitation projects since 2008. An annual staff of 8 to 15 field testers and inspectors was utilized during earthwork swell mitigation and pavement support prior to chemical stabilization and concrete/asphalt paving operations.

GROUND

ENGINEERING

Education

- MS, Electrical Engineering, Colorado School of Mines, 2010
- MS, Applied Physics, Colorado School of Mines, 2010
- BS, Engineering Physics, Colorado School of Mines, 2009

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- WAQTC Embankment and Base Testing Technician
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials Control
- NICET Level II Construction Materials Testing – Soils
- NICET Level II Construction Materials Testing – Concrete
- NICET Level II Construction Materials Testing – Asphalt
- OSHA/Hazwoper 40 Hours
- PTI Level 1 & 2 Unbonded PT Inspector
- ICC Spray-Applied Fireproofing Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Masonry Special Inspector
- ICC Soils Inspector
- Precast/Prestress Concrete Institute Level 2

Years of Experience

10

Years with Ground

10

Jeff Perzinski

Project Inspection Supervisor / Lead Special Inspector

Jeff is a lead special inspector and field technician supervisor with over 10 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on hundreds of construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Jeff has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- inclinometer readings
- floor flatness
- drill and epoxy special inspection
- anchor bolt/rebar pull testing
- post-tension tendon special inspections and elongation reporting
- sanitary and storm sewer pipe installation inspection
- driven pile, micropile, screw pile and helical pier special inspection
- reinforcing steel special inspection
- fireproofing inspection (field and lab)
- relative humidity and pH test reading

His responsibilities have also included staff training, coordination, and client contacting and service/proposal preparation. The following is a list of a few of the many projects Jeff has provided services.

High-Rise

11th & Pearl Redevelopment; Denver Union Station; 2020 Lawrence; Z Block; Country Club Towers II; Cadence; 100 Steele Street; Modera West Wash; Modera Capital Hill; 1570 Grove St.; 1616 Market

Hospitals

Grand Junction Community Hospital; Vail Valley Medical Center; Kaiser Permanente; New Community Hospital

Schools

Highmark – Prospect Ridge Academy; Brighton Elementary School #11; Crofton Elementary School Addition & Renovation; Quist Middle School; Riverdale High School; Alsip Elementary; Skyview Elementary

Apartments/Hotels

Hilton Home Suites; LoHi Apartments; Camden Flatirons Apartments; Landmark Lofts; City House; Industry RiNo; Camden RiNo; Oak St Apartments; Mountain View Apartments; Diagonal Apartments; 1720 Broadway

GROUND

ENGINEERING

Education

BS Welding Engineering –
Montana Tech of the
University of Montana

Professional Licenses

Senior Certified Welding
Inspector (SCWI – No.
13090018)

Certifications

ASNT Level III – Basic
Level II Dye Penetrant
Examination
Level II Magnetic Particle
Examination
Level II Ultrasonic Examination
(AWS D1.8 and FEMA 353)

Awards

CWI of the Year Denver, CO
section

Years of Experience

27

Years with Ground

22

Paul Gustafson

Manager of Structural Services / Senior Project Inspection Supervisor

Paul is the Manager of Structural Services with 22 years of experience performing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including stadiums, hospitals, precast concrete, and steel framed multi-story projects, pipelines, bridges, signs, traffic signals, light poles, etc. In addition to services performed during new construction, Paul has tested and certified welders in many disciplines, provided forensic investigations and routinely performs non-destructive testing methods including Ultrasonic, Magnetic Particle, and Dye Penetrant

Technical Experience

Single level bar joist/tilt up panel

- Nobel Sysco
- Bass Pro

Multi-level moment framed bolted and welded

- Legacy Plaza Office Buildings
- Barbara Davis Center

Long Span Girder/Truss Bolted and Welded

- DIA STRP Superstructure
- Broomfield Event Center

Division of the State Architectural California

- John Wayne Airport
- Fullerton College – New Classroom Office

Stainless Steel Architectural Construction

- DIA Hanging FIDS

CWI and NDE Training

- Big R Bridge

ITA 3rd party shop QC and NDE

- Pikes Peak Steel
- Pinnacle Steel
- Classic Metals
- Metal Solutions

Prior Experience

- Welder's assistant on cross country natural gas pipeline on the West Transmission for Northwestern Energy in Montana.
- Maintenance welder on heavy equipment for Montana Resources in Butte, Montana.

GROUND

ENGINEERING

Education

- BS, Mechanical Engineering, University of Wisconsin Madison, 2004

Professional Licenses

- Colorado Professional Engineer - #47220

Certifications

- International Firestop Council Premiere Certification for Firestop Inspection
- Intertek Qualified Firestop Inspector #101165
- CDOT Designing Pedestrian Facilities for Accessibility (DPFA)
- DFPC Certified Third Party Public School Inspector
- ICC Commercial Building Inspector
- Colorado Adult CPR and Basic First Aid

Years of Experience

17

Samuel Thompson, P.E.

Staff Engineer / Lead Building Inspector / Project Manager

Sam is a professional engineer with 17 years of experience in building inspections, construction materials testing, special inspections, pavement evaluations and project management. He has performed 3rd party building inspections services on over 500 schools and 150 commercial properties. The projects have included framing inspections, HVAC inspections, Energy Efficiency, Fire Stopping, footings and foundations, and roofing

Sam has performed construction management, special inspections, quality control inspection and quality assurance inspection including:

- Commercial building inspection including wood framing, light gauge metal framing, mechanical installation, energy efficiency, roofing, fireproofing, fire stopping and intumescent paint
- Transportation Inspections including: traffic and erosion control, pavement markings, structural concrete formwork, drilled pier, concrete flatwork, PCCP, HMA/SMA, waterproof membrane, utility installation, MSE wall, various drainage structures, and soil nail walls.
- Specialty inspections including ground penetrating radar for location of objects within structures and buildings
- Pavement evaluation utilizing Falling Weight Deflection (FWD) and Ground Penetrating Radar (GPR)
- Visual distress surveys
- Project plans and specifications
- Bid packages with unit cost bid schedules
- Project phasing

Sam's responsibilities have also included staff training, staff management, contractor coordination, and client contact and service.

School District Experience

Poudre School District R-1, Cherry Creek School District, Denver Public Schools, Boulder Valley School District, Saint Vrain School District, Littleton Public Schools, Douglas County School District, Summit County School District, Brighton 27J School District, Adams 12 and Adams 14 School Districts, Poudre Valley School District, Thompson Valley School District

Commercial / Multi-Family Building Experience

15th and Stout Dual Brand Hotel, Country Club Towers II & III, Diagonal Crossing, Lakehouse, Fairfield Inn, Distribution & Collection Facility, Denver Art Museum, Oak Street Station, Iliff Station, HUB RiNo, Lakewood Senior Living Center, Parker Storage Solutions, Mountain View Apartments, Eaton Street Apartments, Uptown Suites, Open Studio, Modera West Washington Park, and numerous others.

GROUND

ENGINEERING

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials Control
- ICC Reinforced Concrete Special Inspector
- ICC Spray-applied Fireproofing Special Inspector
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- WAQTC Embankment and Base Testing Technician
- NICET Level II Construction Materials Testing – Soils
- NICET Level II Construction Materials Testing – Concrete
- NICET Level II Construction Materials Testing – Asphalt
- OSHA CETC 150 – Storm Water Management and Erosion Control
- PTI Level 1 & Level 2 Un-bonded PT Inspector

Years of Experience

21

Years with Ground

21

Ron Welty

Senior Project Inspector / Supervising Field Technician

Ron is a field technician with over 21 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on many construction projects including commercial, industrial, schools, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Ron has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory) proof rolling inspections
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- post-tension tendon special inspections and elongation reporting
- fireproofing special inspections and testing
- chemically stabilized subgrade testing
- sanitary and storm sewer pipe installation inspection
- driven pile, micropile, screw pile and helical pier special inspection
- reinforcing steel special inspection

His responsibilities have also included staff training, coordination, and client contact and service.

Roadway/Highway

CDOT Climbing Lanes Phase II; 104TH Ave Improvements Phase 3B

Aviation

Buckley Air Force Base; DIA Runway 8/26 Rehabilitation

High-Rise

2020 Lawrence, Denver, Colorado; Pinnacle at City Park; Cadence; Union Station; 16 M; Camden Rino Parking Garage; Hub Rino Station, Sunnyside Apartments, VIB Hotel, 1616 Market Street Hotel, 1570 Grove Apartments

Hospitals

Parker Adventist, Parker, CO; Porter Adventist, Denver, CO; Saint Joseph's Hospital, Medical Center and Parking Garage, Various Kaiser Permanente Projects

Commercial/Retail

Ikea Retail Facility; Green Valley Ranch Town Center; 150 Capital Drive; Project Rio; Orchard Park Place, 104th Commerce Park, Park 76

Education

Riverdale High School, St. Vrain Valley Elementary School, Quist Middle School, Brush Middle School, Prospect Valley Elementary School



Kevin Koenig

Project Special Inspector

Kevin is a senior field technician and special inspector with 12 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on more than 100 construction projects including commercial, industrial, energy, multifamily residential, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Kevin has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing and special inspections (field and laboratory)
- Post and Pre tensioning Structural Inspections and Observations
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- chemically stabilized subgrade testing
- sanitary and storm sewer pipe installation inspection
- driven pile, micropile, screw pile and helical pier special inspection
- reinforcing steel special inspection

Highway/Roadway

I-25 Lane Reconstruction, Monterey / Watsonville Bridge

Industrial

Intel, Amazon, Google, Apple, Dom Pedro Dam, Santa Rita County Jail

Education

Certifications

- ICC Reinforced Concrete Special Inspector
- ICC Pre and Post Tension Special Inspector
- Humbolt and Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- ACI Strength Testing
- ACI Adhesive Anchor Installation Inspector
- WAQTC Embankment and Base Testing Technician

Years of Experience

12

Years with Ground

1



JAMES CORBIN, CWI, CWE, ACI-CTI

Project Inspector

James is a certified welding inspector and educator with 47 years of experience and knowledge in welding, fabrication, management, and quality control fields. He has performed testing and documentation for numerous engineering and quality assurance projects. Strong knowledge of welding processes, codes and vast experience allows James to provide technical advice and support for projects with welding and fabrication issues.

<p>EDUCATION</p>	<p>YEARS OF EXPERIENCE TOTAL: 47 WITH SHREWSBERRY: 9</p>
<p>Arapahoe Community College Front Range Community College</p>	<p>PROJECT EXPERIENCE</p>
<p>CERTIFICATIONS</p>	<p>Quality Assurance Inspection and Special Inspection Services Denver International Airport – Denver, CO</p>
<p>American Concrete Institute: ACI Concrete Field Testing Technician – Grade I</p>	<p>James is the Project Lead Inspector for the quality assurance inspection and special inspection services contract. In this capacity, he performs contract scope review, plans and specification review, and submittal review. On various projects under this contract, he acts as welding special inspector, welding documentation consultant, welding and bolting special inspector, reinforced concrete special inspector, masonry special instructor, epoxy bolting and reinforcement dowel inspector, fireproofing inspector (cementitious and intumescent). His specific projects list at DEN includes:</p>
<p>International Code Council: Reinforced Concrete SI</p>	<ul style="list-style-type: none"> • Concourse A East End Expansion Enabling project phase 1 & 2 (Structural) • Concourse A Additional (2) Loading Bridges Gates A33 and A45 • Commute A Walk Enclosure for Concourse A Gates 71 to 81 (epoxy & bolting) • Concourse A West End Delta Airlines Apron Level Offices Remodel • Concourse A East Jet Fuel Piping reroute Project • Concourse A Gates 56 & 60 PLB Glycol Piping project • Concourse A Gates 71 to 81 Glycol and Natural Gas Piping project • Concourse Loading Bridge Replacement Project all concourses • Concourse C Mezzanine Hold room south phase • Concourse C Escalators replacement project north and south sides (Structural) • CUP R22 Replacement • CUP Boiler 2 Replacement • North Fuel Station project reinforced concrete and tank installation • Terminal Level 5 Canopy Fire Protection Project (Welding Consultant) • Terminal Parking Electrical Rooms (Lead - New CMU, foundation repair, epoxy & trim) • Fire House 35 Project (Lead Inspector for this new DFD fire station) • Terminal Space Reconfiguration and Airline Relocation projects • Level 5.5 Structural Additional Floor and Baggage Conveying project • Levels 3 and 4 TSA CBRA – Checked Baggage Resolution Areas
<p>American Welding Society: Certified Welding Inspector Certified Welding Educator Structural Bolting D1.5 Bridges / Welding D1.1 Structural / Welding</p>	<p>Hotel and Transit Center Denver International Airport – Denver, CO</p>
<p>OSHA: Krist OSHA Compliance Training OSHA Construction Steel Erection OSHA Construction Scissor Lift Safety OSHA Construction Fall Protection OSHA Construction Confined Space Entry OSHA Construction Aerial Boom Lifts OSHA Workplace First Aid Overview Construction and Safety OSHA 10 Hour</p>	<p>James was working as a Project Inspector where Shrewsberry provided fast-track preconstruction services, construction management, and construction administration. He provided inspection services of the project's steel structures and concrete.</p>
<p>American Red Cross CPR - AED Training</p>	
<p>Fire Containment Training & Services Specified Technologies Firestop Training Firestop Installer</p>	
<p>AFFILIATIONS</p>	
<p>American Welding Society</p>	
<p>International Code Council</p>	
<p>SSPC - The Society for Protective Coatings</p>	



Education

- BS Engineering, University of Tennessee at Knoxville

Professional Licenses

- Colorado Professional Engineer - #54649

Certifications

- International Firestop Council Premiere Certification for Firestop Inspection
- Denver-Certified Firestop Inspector
- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- DFPC Certified Third Party Public School Inspector
- ICC Commercial Building Inspector
- ICC Special Structural Masonry Inspector
- WAQTC Embankment and Base Testing Technician

Years of Experience

10

Years with Ground

10

Jeremy Ijams, P.E.

Staff Engineer / Building Inspector / Lead Firestopping Inspector

Jeremy is a professional engineer and lead special inspector with 10 years of experience in certified firestopping inspections, shear wall and wood framing inspections, high wind load inspections, building inspections, construction materials testing, special inspections and civil inspections. He has performed services on many construction projects including commercial, educational, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. Services completed for these projects have included: field inspections, report generation and review, schedule coordination, data analysis and personnel management. His responsibilities have also included staff training, coordination, and client contact and service. Jeremy currently serves as the lead firestopping inspector and third-party building inspector for GROUND Engineering.

Jeremy has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- Commercial building inspection including wood framing, shear walls, high wind load framing, light gauge metal framing, waterproofing, perimeter and foundation drains, mechanical installation, energy efficiency, roofing, fireproofing, fire stopping and intumescent paint
- Construction special inspections including: reinforced concrete, structural masonry, drilled pier, deep foundations, fireproofing
- Retaining wall construction testing and inspections for a variety of wall types

Recent Relevant Firestopping Inspection Experience:

DIA Concourse Fire Pump Replacement, United Airlines Concourse B – West United Holdroom, DEN Plaza Premium Lounge – Concourse A, Basecamp Buildings (Golden, Colorado), Globex Extraction Limited (Loveland, Colorado), DEN Concourse A West End Starbucks, Den Concourse B – Garbanzo, and

numerous others.

Relevant Chapter 17 Wood Framing Inspection Experience (includes Chapter 17 Wood Framing/Wind Resistance Inspection Experience)

Modera Josephine (Denver, Colorado), Modera RiNo (Denver, Colorado), Parkside at City Center (Aurora, Colorado), Alta Pinehurst (Lakewood, Colorado), The Brickhouse at Lamar Station Apartments (Lakewood, Colorado)

Relevant Chapter 17 Steel Framing/Wind Resistance Inspection Experience:

Framing inspections at the following projects included inspections of screwed attachments, bolting, shear walls, diaphragms, braces, hold-downs and other windforce resisting elements as listed in 1705.11 of the IBC.

Colorado Early Colleges – Inverness High School, Southeast Elementary School, Cherry Creek School District Estate Building Remodel, Nederland Elementary School Renovations, Green Mountain Elementary School, Cherry Creek Elevation, Prep Academy Interior Renovations, Fairview Elementary – 3rd Party, Grandview High School Chiller Replacement, AIMS Community College Firestopping Inspections.

Alex Davison

Construction Inspector



Education & Professional Affiliations

BA in Physics, University of Richmond, VA

Professional Experience (5 years total / 3 months with Metrix)

C470 Express Toll Lanes- Highlands Ranch, CO

As a senior ICQC inspector for this CDOT job, Alex performed a multitude of operational coverages including erosion control, embankment, cement-treated subgrade, reinforced concrete pipe, and Portland cement concrete pavement. RCP inspections involved reinforcing steel for cast-in-place structures, verification of install compliance with project documents, and jack-and-bore operations. Also, during the highway pavement phase of the job, Alex oversaw a team of up to 6 inspectors for multiple paving crews. Alex also performed his own materials testing throughout the job for each type of work.

Longmont Intersection Improvements- Longmont, CO

As the materials consultant for CDOT on this job, Alex coordinated with the contractor and CDOT engineer to verify job compliance with project documents and CDOT specifications. Alex performed all the nuclear density testing for embankment, and laboratory sampling/procedures for soil gradation and proctor determination. In addition to these tasks, Alex updated all the materials testing and sampling, as well as COC's and CTR's to LIMS per the project requirements. He was also involved in final documentation for project closeout.

DEN Great Hall Completion, Phase 1- Denver, CO

For the Phase 1 remodel of the Denver International Airport, Alex fulfilled the third-party materials tester/inspector per the project requirements. Throughout this job, he performed reinforcing steel inspections, as well as the concrete testing and sampling for slab on metal deck and topping slab concrete pours. In addition to this, he performed inspections for grout, 100% torque verification for anchoring into structural slab, capillary moisture and delamination testing for topping slabs, fireproofing, and intumescent paint. As an IFC certified firestopping inspector, Alex helped streamline firestopping inspections by performing pre-inspections for system installs and developing an as-built plan set to document the installation locations and verify inspection frequencies.

CERTIFICATIONS

- CAPA A, B, E, I, S
- NICET II
- WAQTC
- ICC Reinforced Concrete Inspector
- CDOT Plan Reading / Traffic Control
- CDOT Surveying / Math / Guardrails
- ICC Spray Applied Fireproofing Inspector
- ACI Concrete Testing Technician
- IFC Premier 3rd Party Firestop Inspector

CORE CAPABILITIES

- Team leadership
- ASTM materials testing
- Structural and architectural inspection
- Civil construction specifications
- Inspector mentorship and development
- Plan reading
- Code interpretation

GROUND

ENGINEERING

Education

- BS Chemical Engineering

Certifications

- WAQTC
- ACI Field Level 1
- Troxler Nuclear Gauge
- CAPA A and B
- ICC Reinforcing Steel
- ICC Fireproofing
- ICC Structural Masonry
- PCI Level 1

Years of Experience

2

Years with Ground

2

James “Jim” MacDonald

Project Inspector / Senior Engineering Technician

Jim is a project special inspector and field technician with 2 year of experience in construction materials testing, ICC special inspections and civil inspections. He has performed services on many construction projects including municipal infrastructure, commercial, industrial, multifamily residential, high-rises, reservoirs, land development and heavy civil infrastructure including bridges and highway work. Jim has progressed quickly from performed materials field testing to providing special inspections through diligent work, learning, and studying, always pushing himself to learn and develop new skills, going the extra mile to be a valuable team member. His experience includes:

- soils testing (field and laboratory)
- concrete testing (field and laboratory)
- ICC structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- sanitary and storm sewer pipe installation inspection
- ICC reinforcing steel and structural concrete special inspection
- ICC special inspections in Cementitious Spray Applied Fireproofing

Roadway/Highway

Jackson Creek Parkway Expansion, Monument, CO; Gordon Drive, Castle Rock, CO; Highline Canal Underpass; Denver, CO;

Schools

Kids R Kids, Parker, CO; Monument Academy, Monument, CO; Buena Vista Middle/Highschool, Buena Vista, CO; Cherry Creek Innovation Academy, Englewood, CO;

Land Development

High Point Phase 1, Aurora, CO; Pinery Pipeline Replacement, Pinery, CO; Southgate Waterline, Aurora, CO; CSU Arkansas River Creek Diversion, Granite, CO.

Commercial/High-Rise

Lakewood Senior Living, Lakewood, CO; Parker Storage Solutions, Parker, CO; Encompass 106, Centennial, CO; Majestic Commercenter, Aurora, CO.

Reservoir/Water/Wastewater

Plum Creek Water Reclamation Authority Expansion, Castle Rock, CO; Plum Creek Pump Station, Castle Rock, CO; Plum Creek Water Purification Facility, Castle Rock, CO; Hillcrest Reservoir, Denver, CO; United Reservoir North Cell Pump Station, Brighton, CO;

GROUND

ENGINEERING

Certifications

AWS QC1 Standard for Qualification and Certification of Welding Inspectors

ICC Structural Steel and Bolting Special Inspector

ICC Structural Welding Special Inspector

Years of Experience

24 CWI

Barry Bowland

Certified Welding Inspector / Senior Steel Inspector

Barry is a structural steel welding and bolting inspector with 24 years of experience performing inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including hospitals, precast concrete and steel framed multi-story projects, bridges, signs, etc.

Technical Experience

Single level bar joist/tilt up panel

- 12250 Pecos
- Majestic Commerce Center
- Palisade Gas Station
- Lazy Dog Restaurant

Multi-level bolted and welded

- Project Rio
- Trufit Athletic Club
- EGE Remodel Eagle County Airport
- Table Mountain Casino
- MSG Sphere – Las Vegas

Education

- Cherry Creek Middle School #11
- UNC Campus Commons
- Eagle Valley High School
- Eagle Valley Middle School
- Eagle Valley Elementary School
- Summit County High School
- Vista Peak Preparatory School
- Charles Hay Elementary School
- Hudson Academy Addition and Renovation

Transportation Projects prior to Ground

- Dart Light Rail Station Canopies
- RTD Light Rail Station Canopies

ITA 3rd party shop QC

- St Thomas Steel
- Metal Solutions
- S & S Steel

Pipeline

- Excel Steam Line Downtown Denver

Prior Experience

- Welder Structural Steel 9 years/Leadman
- Quality Control and Production Manager 10 Years Central Denver Ironworks.
- Multiple single story buildings, Transportation Station Canopies, Auto and Pedestrian Bridges.

Riley Rukavina

Inspection Team Leader



Education & Professional Affiliations

Voting Member of the International Firestop Council
International Code Council Preferred Provider

Professional Experience (12 years total / 1 year with Metrix)

Children’s Hospital North Campus- Broomfield, CO

As lead Quality Control/Quality Assurance inspector for the 2019 addition and subsequent 2020 remodel of the Children’s Hospital North Campus. Riley conducted pre-construction meetings and was responsible for inspection of all spray applied fireproofing, firestop systems, and many structural elements. In addition to these special inspections, the Authority Having Jurisdiction required that all fire rated assemblies be inspected by Riley for quality control in tandem with their own inspections.

Confidential Data Centers- Aurora / Broomfield, CO

Performing key oversight in the construction of two high security data centers simultaneously. Riley acted as Special Inspector for building elements such as drilled piers, reinforcing steel, post-install anchors, concrete placement, soil density testing, firestopping, and framing at the Broomfield location. In addition to these tasks, he also provided Quality Control inspection for the roof construction at the Aroura location. As a point of contact for all inspections and testing for these projects, Riley also enforced safety protocol for all field staff.

DEN Great Hall Completion, Phase 1- Denver, CO

During the remodel of the Denver International Airport Terminal, Riley acted as Quality Control Engineer with Hensel Phelps. Providing detailed consultation to field staff, along with submittal review and logistics planning. Implementing a high-quality pre-inspection process, assuring adherence to approved plans and specifications. Increasing the rate of passing inspections with municipal and QA inspectors. As well as coordinating with Architects and Engineers, offering precise information, photos, and drawings from the field for RFIs and EJs.

CERTIFICATIONS

- IFC Premier 3rd Party Firestop Inspector
- ICC Commercial Building Inspector
- ICC Spray Applied Fireproofing Inspector
- DFPC Public School Construction Inspector
- ACI Concrete Testing Technician
- ATI Radiation Safety

CORE CAPABILITIES

- ICC Preferred provider program educator
- Approved firestop inspector in City and County of Denver
- Field staff management
- Business development
- Inspector mentorship and development



Certifications

- Troxler Nuclear Gauge
- ACI Field Technician
- ACI Strength
- ACI Flatwork Technician
- CAPA Level A – Laydown
- CAPA Level B – Plant Materials Control
- WAQTC Embankment and Base Testing Technician
- PTI Level 1& 2
- ICC Structural Masonry Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Spray-Applied Fireproofing Special Inspector

Years of Experience

5

Years with Ground

5

Steven Thomas

Special Inspector / Field Technician

Steven is a field technician with over 5 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on hundreds of construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Steve has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- drilled pier special inspections
- concrete testing (field and laboratory)
- soils testing (field and laboratory)
- proof rolling inspections
- asphalt (field and laboratory testing)
- reinforcing steel special inspection
- structural masonry special inspection and testing
- drill and epoxy special inspections
- post-tension tendon special inspections and elongation reporting
- sanitary and storm sewer pipe installation inspection
- fireproofing inspection (field and lab)

Steve was awarded the lead technician role on a \$500,000.00 land development project for most of 2017 and 2018 for which he performed a wide range of testing and inspections from the above mentioned list. His responsibilities have also included staff training, coordination, and client contact and service.

Land Development

Amazon Project Rio; Pilatus Aircraft Completion Center

Aviation

DIA Runway R&R 8/26; Buckley Air Force Base Main Training Apron; DIA Great Hall ; Various DIA Concourses

Education

Adams 12 Five Star Schools Multi-school Renovation; Drake Middle School; Anthem PK-8; CSU Spur Project; Prospect Valley Elementary School; Skyline Vista PK-8

High Rise / Multi-family

Park and 17th Mid-rise; The Economist Apartments; HUB RiNo Apartments; Modera West Wash Park; Denver Metro Village



Certifications

AWS QC1

AWS QC1-96

ICC Structural Steel and Bolting Special Inspector

Level II Dye Penetrant Examination

Level II Magnetic Particle Examination

Level II Ultrasonic Examination

Awards

CWI of the Year Denver, CO section

Years of Experience

27

Years with Ground

15

Austin Nicodemus

Lead Certified Welding Inspectors / Senior Steel Inspector

Austin is a structural steel welding and bolting inspector with 15 years of experience performing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including stadiums, hospitals, precast concrete and steel framed multi-story projects, pipelines, bridges, signs, traffic signals, light pole, etc. In addition to services performed during new construction, Austin has tested and certified welders in many disciplines, provided forensic investigations and routinely performs non-destructive test methods including Ultrasonic, Magnetic Particle and Dye Penetrant.

Technical Experience

Single level bar joist/tilt up panel

- FedEx
- Majestic

Multi-level moment framed bolted and welded

- Banner Health
- Kaiser Lone Tree

Long Span Girder/Truss Bolted and Welded

- DIA STRP Superstructure
- Battle Mountain High School

Division of the State Architect California

- John Wayne Airport
- Fullerton College – New Classroom Office
- LA County High School
- John H. Horner Middle School
- Table Mountain Casino

Stainless Steel Architectural Construction

- DIA Hanging FIDS
- DIA TSA Break rooms

ITA 3rd party shop QC and NDE

- Pikes Peak Steel
- Pinnacle Steel
- Classic Metals
- Metal Solutions
- AFCO Steel
- Barton Supply
- S & S Steel

Prior Experience

- Career Development Center – welding class – 2 years
- Boulder Steel – welder, fitter and team leader

GROUND

ENGINEERING

Certifications

- International Firestop Council Premiere Certification for Firestop Inspection
- NICET Level III Construction Materials Testing – Soils
- NICET Level III Construction Materials Testing – Concrete
- CDOT Basic Highway Math
- CDOT Basic Highway Plans Reading
- CDOT Basic Highway Construction Surveying
- CDPS DFPC Certified Third Party Public School Inspector
- OSHA/Hazwoper 10 Hours
- OSHA CETC 150 – Stormwater Management and Erosion Control
- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- ACI Concrete Strength Testing Technician
- ICC Commercial Building Inspector Certification
- Precast/Prestressed Concrete Institute QC Levels 1 and 2

Years of Experience

29

Years with Ground

29

Erik Campbell

Senior Building Inspector / Senior Transportation Inspector

Erik is a senior building and civil inspector with 29 years of experience in 3rd party building inspections, construction materials testing, special inspections and civil inspections. He has performed services on many construction projects including commercial, industrial, energy, multifamily residential, high-rise buildings, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Erik has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- Third party building inspections including: air barrier, wood and metal framing, brick ties, roofing, waterproofing, perimeter and foundation drains, mechanical, fire rated construction
- Retaining wall construction testing and inspections for a variety of wall types
- Transportation Inspections including: earthwork grade and slope confirmation, traffic and erosion control, pavement markings, girder erection, guard rail installation, structural concrete formwork, drilled pier, driven pile, concrete flatwork, overhead sign installation, PCCP, HMA/SMA, waterproof membrane, utility installation and soil nail walls.
- Construction special inspection including: reinforced concrete, structural masonry, drilled pier, deep foundations, fireproofing

3rd Party Building Inspections

16th & Downing GPR, 17th & Park, Broomfield High School Improvements, Louisville Middle School Renovations, Adams 12 Anthem PK-8, Alexan Cherry Creek, Aurora Central High School HVAC and Mechanical, Barbara Davis Center, Bassett & 18th Street Apartments, Camden RiNo Apartments and Parking Structure, Doull Elementary School Mechanical Upgrades, Fairview High School Renovation, Goddard School, Castle Rock, Loveland Classical School, Manual High School

Roadway/Highway - Guanella Pass, Clear Creek and Park Counties, Colorado (Federal Highway Administration)

Erik served as the project quality control supervisor on this \$20 million highway widening project that included roadway rehabilitation, reconstruction and resurfacing.

Land Development - Stapleton Redevelopment, Denver, Colorado (Stapleton Redevelopment Agency)

Erik served as the QC project manager for the team providing construction materials testing for the premier redevelopment of the vacant Stapleton International Airport.

Design Build - US 36 Design Build Phases 1 and 2

Erik served as the quality assurance project inspection manager and lead inspector during construction of the widening and reconstruction of US 36 from Federal Boulevard to Boulder, Colorado.

GROUND

ENGINEERING

Certifications

- ACI Aggregate Testing Level 1 and 2
- ACI Concrete Lab Testing Technician Level 1
- ACI Self Consolidating Concrete
- WAQTC
- NICET Level II Construction Materials Testing – Soils
- NICET Level II Construction Materials Testing – Concrete
- NICET Level II Construction Materials Testing – Asphalt
- ICC Fireproofing
- ICC Reinforced Concrete Special Inspector
- ICC Soils Special Inspector
- ICC Structural Masonry Inspector
- Troxler Nuclear Gauge

Years of Experience

10

Years with Ground

10

Tyson Weston

Project Inspector / Senior Supervising Materials Technician

Tyson is a construction services supervisor/field technician with 10 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on many construction projects including municipal infrastructure, commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management. Tyson has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- Soils testing (field and laboratory) proof rolling inspections
- Retaining wall construction testing and inspections
- Drilled pier special inspections
- concrete testing (field and laboratory)
- Structural masonry special inspections and testing
- Spray applied fireproofing thickness, density and adhesion testing
- Structural reinforcing steel, drill and epoxy special inspection
- Chemically stabilized subgrade testing
- Sanitary and storm sewer pipe installation inspection
- Reinforcing steel special inspection
- Micro pile special inspection
- Floor Flatness and Levelness special inspection
- Asphalt (field and laboratory) testing
- Post tension special inspections

Roadway/Highway

E-470 Widening, Douglas and Arapahoe County, CO; North Meadows Packages 1, 2 and 3, Castle Rock, CO; I-225/Parker Road Interchange, Denver, Co; Brighton Boulevard Improvements, Denver, Co, Globeville Outfall Phase 1A, Denver Co; Academy Boulevard over Cottonwood Creek Bridge, Colorado Springs, Co.; Palmer Divide Avenue Phase 1.

Schools

Charles Hay Elementary School, Aurora, CO; Cherry Creek Middle School #11, Aurora, CO; Vista Peak Preparatory School, Denver, CO; World Compass Charter School, Denver, CO.; Marshdale Elementary; Cherry Creek District Elementary School #45.

Land Development

High Point 64th Avenue and Liverpool, Aurora, CO; Industrial Building Development #15, Aurora, CO; 2017 Main Replacement Project, Parker, CO; Promenade Redevelopment, Castle Rock, CO.; 64th Avenue Infrastructure Project / 64th Ave ARI Authority; Picadilly & 38th Avenue to Tibet Road Improvement.

Commercial/High-Rise

DTC Senior Apartments, Centennial, Co; Yale Street Station, Denver, Co; Lakewood Senior Living, Lakewood Phase #1 and #2 Co; Drury at Stapleton, Denver; The Grove; 2100 University, Denver; The Residences at Botanic Gardens; University Station; Parker Main; 4201 South Navajo Apartments.



Education

- University of Arizona
Civil Engineering (in progress)

Experience

- United States Marine Corps
Camp Pendleton, CA
2012 - 2016

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- CAPA A & B
- AWS QC1 CAWI
- ICC Structural Steel and Bolting
- ICC Structural Welding Special Inspector

Years of Experience

6

Years with Ground

6

Kyle Tso

Structural Steel Assistant Special Inspector

Kyle is a field technician with 6 years of experience in construction materials testing and special inspections. He has performed services on many construction projects including commercial, industrial, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work.

Kyle has performed field testing and special inspections including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- pipe inspection
- drilled pier special inspections
- concrete testing (field and laboratory)
- Structural Steel Inspection
- Steel Building Bolted Connection Inspection
- structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- Asphalt coring
- reinforcing steel special inspection

Roadway/Highway/Airport

Brighton Boulevard Phase 1 – 28th Street thru 40th Street, Lochbuie
2016 Capital Improvement – Asphalt Paving, 2016 Douglas County
Roadway Asphalt Overlay, Mira Vista Widening
Gunnison Airport – Asphalt Laboratory
Grand Avenue Bridge – Glenwood Springs CO.-QA

School/Church Projects

Iliff School Of Theology Addition, Red Rocks CC Parking Lot 2, Journey
Church Addition, Parker Core Knowledge School, Cherry Hills
Community Church Addition and Improvements, Kendrick Lakes
Elementary

Commercial Building

Mineral Self Storage, Denver Commercial Center Warehouses,
Greenlee Self Storage, Echo Park Auto, South Suburban Golf Club
House, Cherry Hills Village Center, Cherry Hills Maintenance Facility,
Promenade at Castle Rock, Columbine Bridge Replacement, Arapahoe
Road Trail Development, Yale Street Station, Gateway Building 25,
CSU Shepardson

Heavy Civil Projects

Antero Dam

GROUND

ENGINEERING

Education

- AS Construction Management, Front Range Community College
- AS Architectural Technology, Front Range Community College

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- ACI Strength
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials Control
- CAPA Level C – Volumetrics and Stability
- CAPA Level E - Aggregates
- CAPA Level I - Inspector
- ICC:
 - Reinforced Concrete Special Inspector
 - Structural Masonry Special Inspector
 - Spray-Applied Fireproofing Special Inspector
- WAQTC Embankment and Base Testing Technician
- Post Tensioning- PTI Level 2 Unbonded PT Field Installation MSHA Training
- NICET Level I Construction Materials Testing – Soils
- NICET Level I Construction Materials Testing – Concrete
- NICET Level I Construction Materials Testing – Asphalt

Years of Experience

9

Years with Ground

9

Zach Mitchell

Senior Materials Tester / Project Inspector

Zach is a construction inspector and materials tester with 9 years of experience in construction materials testing, special inspections and civil inspections. He has performed services on many construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work.

Zach has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing (field and laboratory)
- ICC structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- post-tension tendon special inspections and elongation reporting
- fireproofing special inspections and testing
- chemically stabilized subgrade testing
- sanitary and storm sewer pipe installation inspection
- driven pile and helical pier special inspection
- ICC reinforcing steel special inspection
- ICC structural concrete form inspections
- pre-stress/precast observation/inspection
- ICC Spray Applied Fireproofing special inspection

Roadway/Highway

CDOT US 50 Blue Creek Lead Quality Control, 104th Avenue Improvements – Owner Acceptance Testing

Aviation

DIA Concourse C West Apron Expansion; GUC – AIP 50 – TW A Rehab, Level 6

Land Development

DIA STRP; High Point at DIA; Colorado Mills Outparcel E-3, Balfour Cosmopolitan Club, Camden Flatirons, Armstrong Relocation Warehouse, Denver Promenade, 16th and Market, Denver Art Museum, Union Station Block A, Frederick Compressor Station, Little Dry Creek, City House – Denver, 5th Street Parking Garage

Hospital/Schools

Kaiser South Hospital, Bethlehem Lutheran, Niver Creek / STEM Launch School, Prospect Ridge Academy, Parmalee Elementary

GROUND

ENGINEERING

Certifications

ICC Structural Steel and Bolting Special Inspector

NACE Certified Coating Inspector – Level 3

AWS Certified Welding Inspector

Non-destructive Examination MT, PT, UT and RT

Years of Experience

16

Years with Ground

8

Josh Bash

Certified Welding Inspector / Special Inspector and Coating Inspector

Josh is a Structural Steel welding inspector and bolting inspector for 8 years of experience performing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including hospitals, precast concrete and steel framed multi-story projects, pipelines, signs, traffic signal, light pole, etc. While performing services on the many different type of construction jobs, Josh has tested and certified welders in many disciplines and routinely performs non-destructive test methods that include Ultrasonic, Magnetic Particle and Dye Penetrant testing.

Also, Josh is a coating inspector for 13 years that has got him the opportunity to work on underground pipelines, power plants, architectural exposed steel, structural steel, performing failure analysis on multiple different coated steel and writing step by step coating procedures. Inspections of many different surfaces have been concrete, steel, wood and coatings have been Epoxies, Polyurethanes, Polyurea, Ploy Vinyl chloride (PVC), rubber and concrete. Josh has performed many non-destructive and destructive test methods that includes the took gauge, paint adhesion testers, Dry Film Thickness gauges, Psychrometer instruments, Chloride-Salt-Nitrates surface test, blast surface profile, holiday inspection (jeep test), etc.

Technical Experience

Single level bar joist/tilt up panel

- DIA Concourse A 2B Expansion, Park 12 Hundred Buildings 1,2,3 and 4

Multi-level moment framed bolted and welded

- UNC Campus Commons, Project Rio, Riverdale Ridge High School, Leprino Phase 3, Denver Art Museum

Colorado Department of Transportation

- I-70 Rifle Bridge Repair over the Colorado River (SA 22359)

Long Span Girder/Truss Bolted and Welded

- DIA STRP Superstructure, DEN Great Hall QA NDE

Pipe Lines

- SDS – Southern Delivery System, Loveland Water Plant, Bellvue Transmission Line – City of Greeley, Hillcrest Reservoir, SWSP – Nortern Water Conservation

Xcel Energy Power Plant Pawnee

- FFDC Bag House Upgrade

ITA 3rd party shop QC and NDE

- Pikes Peak Steel, Pinnacle Steel, Classic Metals, Metal Solutions

Prior Experience

- Quality Control CWI and NACE inspector for coating lines, Fabrication department and Lab Technician for Water transmission pipe at North West Pipe Company in Denver, Colorado
- Quality Control/Assurance, ITA CWI and NACE inspector for single and multi-story buildings, pipes lines, signs, traffic signals, etc. for GROUND Engineering Consultants Inc. in Englewood, Colorado.



Certifications

AWS QC1
ICC Structural Steel and
Bolting Special Inspector

Years of Experience

19

Years with Ground

11

Charles Whitehead

Project Special Inspector / Certified Welding Steel Inspector

Chuck is a structural steel welding and bolting inspector with 11 years of experience performing special inspections during the fabrication and erection of structural steel and miscellaneous steel components. He has performed services on many construction projects including stadiums, hospitals, precast concrete and steel framed multi-story projects, pipelines, bridges, signs, traffic signals, light pole, etc. In addition to services performed during new construction, Chuck has tested and certified welders in many disciplines, provided forensic investigations and routinely performs non-destructive test methods including Ultrasonic, Magnetic Particle and Dye Penetrant.

Technical Experience

Single level bar joist/tilt up panel

- UNFI, Majestic Commerce Center – DEN5 Mezzanine Alterations, DIA Concourse A 2B Expansion, Industrial Building #15 Majestic Commerce Center

Multi-level moment framed bolted and welded

- Kaiser Lone Tree, Foothills Mall, Project Rio, Lakewood Senior Living, UNC Campus Commons, Aerospace Engineering Sciences Building

Long Span Girder/Truss Bolted and Welded

- DIA STRP Superstructure, CTDI, Shamrock Foods

Stainless Steel Architectural Construction

- DIA Hanging FIDS, Classic metals

CWI Training

- Big R Bridge, AFCCO

ITA 3rd party shop QC and NDE

- Pikes Peak Steel, Pinnacle Steel, Classic Metals, Metal Solutions, CDI, Zimmerman Metals, S & S Steel

Pipe Lines

- SDS – Southern Delivery System, Bellvue Transmission Line – City of Greeley, Hillcrest Reservoir, SWSP – Northern Water Conservation, Northwater Treatment Plant – Denver Water

Prior Experience

- Worked as a steel fabricator for 8 years, structural steel miscellaneous metals. Lead welder and quality control for welding, grinding, and dimensional tolerances for K&K Custom Welding



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Vinod Ravindran, M.S., P.E.

vravindran@triaxgeo.com

Education

Bachelor of Engineering, 2001 Bharathiyar University, Coimbatore India

Master of Science in Structural/ Geotechnical Eng.
University of Wisconsin-Platteville

Certifications and Registrations:

Professional Engineer, CO #45421
 Professional Engineer, TX #112333
 Level II Post Tensioning Inspector #061211029
 Certified Welding Inspector #12030671
 ACI Strength testing technician
 Nuclear Density Gauge operator
 Radiation Safety Officer
 CDOT Erosion Control Supervisor
 ASTM E1527-13 Phase I ESA Training

Affiliations:

CAGE Member
 ASTM D 18 committee Contributing Member
 American Welding Society
 Conference of Minority Transportation Officials (COMTO)

Select Professional Experience :

Vinod has over nineteen years of experience in geotechnical engineering and construction materials testing. His project experience includes residential, commercial and heavy civil/transportation projects. As President and Senior Engineer at Triax, Vinod is responsible for day to day operation of the company. In addition, he manages geotechnical and construction materials testing projects.

Geotechnical Engineering:

- ❖ Pond DM-7 at Denver International Airport
- ❖ DEN Mod 4 East Parking Garage
- ❖ Geotechnical investigation for 6 bridges at Denver International Airport connecting access roads to Levels 4, 5 and 6 at east and west terminals.
- ❖ Geotechnical baseline report for 1700 LF 66" storm sewer for South Terminal Redevelopment program at Denver International Airport (DIA)
- ❖ Slope stability analysis for 60-ft excavation for South Terminal Redevelopment program at DIA
- ❖ Slope stability analysis for excavation package II for South Terminal Redevelopment program at DIA
- ❖ Settlement analysis for proposed Taxiway F & G embankments at DIA
- ❖ East Middle School Addition, Aurora Public Schools
- ❖ Slab distress investigation at East Middle School Aurora CO
- ❖ Multiple boutique hotels in the greater Denver Metro
- ❖ Multiple communication towers between 50-ft and 350-ft through out the state of Colorado and Texas
- ❖ Geotechnical investigation for 900 LF auxiliary lane for 6th avenue in Aurora, CO
- ❖ Geotechnical Investigation for right turn lane at Jewell and Gunclub Road, Aurora, CO
- ❖ Geotechnical Investigation and Pavement thickness design for Chatfield Avenue Reconstruction between Kendall Blvd. and Pierce Street
- ❖ Geotechnical investigation for three-story parking garage at Estes Park visitor center.
- ❖ Geotechnical investigation for five-story apartment complex with three levels of underground parking at 16th and Boulder street in Denver, CO.
- ❖ Geotechnical Analysis for Dr. Pepper distribution center parking lot/loading dock, Denver, CO
- ❖ Restaurant Depot, Denver, CO – Approximately 72,500 Sq. Ft. Retail building



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Matthew Swartz

mswartz@triaxgeo.com

Education

B.S. in Civil/Environmental Engineering
University of Missouri

Certifications

- ❖ ACI Field Testing Technician Level 1
Cert. #:
- ❖ ACI Concrete Compressive Strength Testing Technician
Cert. #:
- ❖ ACI Aggregate Testing Technician Level 1
Cert. #:
- ❖ ACI Concrete Laboratory Testing Technician
- ❖ WAQTC Embankment & Base Testing Technician
Cert. #:
- ❖ CAPA A, B, and C
- ❖ ICC General Inspector
- ❖ ICC Fireproofing

Summary: Matthew has over 7 years of experience in construction materials testing and Concrete/soil/asphalt laboratory testing. His project and work experience in the industry includes the following.

Professional Experience:

- ❖ Regularly conducted tests and inspection of construction materials on major concrete, soil and asphalt projects for the state and city
- ❖ Coordinated QA testing on job sites with contractors QC and kept detailed records of test results
- ❖ Inspect Concrete and Asphalt plants in MO, check mixes and cold feeds
- ❖ Run field and lab tests for CDOT projects
- ❖ Reviewed specifications of testing processes to ensure lab is in compliance with all CDOT, AMRL, CCRL and citywide standards
- ❖ Proctored for CDOT WAQTC, CAPA and ACI Certifications

Select Project Experience:

- ❖ Highway 235 (MoDOT)
- ❖ Plant Inspections in MO, Asphalt and Concrete (MoDOT)
- ❖ C470 (CDOT)
- ❖ I-25 Northbound (CDOT)
- ❖ US285 (CDOT)
- ❖ DIA Runway Expansion (City of Denver)
- ❖ DIA Concourse Expansion (City of Denver)



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Tyler Landwehr

Email: tlandwehr@triaxgeo.com

Tyler has over 10 years of construction materials testing/inspection experience and 5 years of aggregate/concrete laboratory experience. His project and work experience include the following.

Professional Experience:

- ❖ Field testing concrete, soils, asphalt
- ❖ Laboratory testing of coarse/fine aggregates including gradation, -#200 wash, LA abrasion, micro-deval, specific gravities, sand equivalency.
- ❖ Compressive strength testing of concrete cylinders and beams.
- ❖ Special inspections including reinforcing steel, PVC pipe, masonry, RCP pipe, roadway, caissons and epoxy rebar.
- ❖ Soil laboratory testing including atterberg limits and moisture/density proctor compaction.
- ❖ HMA laboratory testing including asphalt by ignition oven, maximum theoretical specific gravity, gradation and -200 wash.
- ❖ Obtaining drilled asphalt cores for laboratory evaluation

Education

- ❖ Metro State University, 3 years of Civil Engineering
- ❖ Wheat Ridge High School graduate in 2006

Certifications and

Registrations:

- ❖ ACI Concrete field testing level 1
- ❖ WAQTC Embankment and Base Testing Technician
- ❖ Nuclear gauge operation

Select Project Experience:

- ❖ Denver International Airport runway rehab: Field technician Concrete and soils field testing.
- ❖ U.S. Highway 36 expansion: Special inspector, laboratory testing of flexural strength beams and soil field testing
- ❖ I-25 NB 120th to Highway 7 expansion: QC for HMA placement.
- ❖ RTD light rail 74th to 104th ave: QC for concrete placement
- ❖ Douglas County pavement rehab: QC for HMA placement and obtaining drilled core samples.
- ❖ Central I-70 expansion: QC for aggregate placing and laboratory testing

PARKER ELDREDGE

PROJECT MANAGER / SENIOR SPECIAL INSPECTOR

Mr. Eldredge has over 16 years of experience in the construction industry as a project manager, special inspector, and field engineering technician in Colorado. His experience includes work for major commercial and residential high-rise developments, sub-divisions, apartment complexes, custom homes, independent senior care facilities, and wastewater treatment facilities. Mr. Eldredge's field management responsibilities include preparing cost estimates, budget tracking, review of daily field reporting, completing all project records at the close of the project, supervising field technicians, and the day-to-day scheduling.

His field duties include soils testing, reinforced concrete inspections, concrete sampling and testing, structural masonry inspection, post-tension cable placements/elongation observations, asphalt testing, epoxy bonding observations, and drilled shaft installation observations.

Mr. Eldredge's laboratory duties include moisture density relationships and gradations.

Years of Experience: 16

Years with Martinez: 2

Education

University of Colorado - Boulder
BS in Mechanical Engineering

Certifications

Nuclear Density Moisture Gauge
Operator
WAQTC Certified (Expired)

RELEVANT PROJECTS

Erie NWRP Expansion, 2020 to Present, Erie, CO
 Albion 44 Apartments, Denver, CO
 La Tela Apartments, Denver, CO
 Campus Energy, Denver, CO
 51st Avenue Bridge and Heron Levee, Denver, CO
 Platte Avenue Bridge Replacement, Colorado Springs, CO
 DHA Vida, Denver, CO
 DHA Greenhaus, Denver Colorado
 ESPEC, Denver, CO
 Inca Street Townhomes, Denver, CO
 Elliot Street Townhomes, Denver, CO
 Albion Townhomes, Denver, CO
 Deer Creek Water Systems Improvements, Elizabeth, CO
 Woodrow Wilson Academy, Westminster, CO
 Stuart Street Apartments, Denver, CO
 DHA Gateway North / DHA Gateway South, Denver, CO
 Dominic Row, Denver, CO
 Convention Center Crane Pad Foundation, Denver, CO
 National Renewable Energy Laboratory (NREL) RAIL Project, Golden, CO
 National Renewable Energy Laboratory (NREL) HVAC Project, Arvada, CO



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Phillip R Banks

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Education

Bachelor of Arts in Geology, 2019
University of Colorado, Boulder

Associates of Arts in Engineering,
2016
Redrocks Community College

Certifications and Registrations:

- ❖ ACI Field Testing Technician, Level 1
- ❖ ACI Strength Testing Technician
- ❖ CAPA Level A,B,C+,E
- ❖ CAPA APM Inspector
- ❖ CDOT Inspector
- ❖ WAQTC Embankment and Base Testing Technician

Summary:

Phillip has over two years of hands-on experience in construction materials field testing and asphalt / concrete / soil laboratory testing. He places an emphasis on ensuring all material collected / produced complies with federal and state quality standards. He is an adaptable, detail-oriented professional who thrives in both team-based and independent work environments.

His select project experience with Triax includes the following.

Professional Experience:

- ❖ 5300 Sterling building renovation - Soil / Aggregate Density Testing & Concrete Testing
- ❖ I-25 Express Lanes - Soil / Aggregate / Asphalt Density Testing & Concrete Testing
- ❖ 2021 Southgate Waterline Improvements - Soil / Aggregate / Asphalt Density Testing & Concrete Testing
- ❖ Iliff Avenue Corridor Improvements - Soil / Aggregate / Asphalt Density Testing & Concrete Testing
- ❖ FTC Small Cell Communication Facility Installation - Inspection
- ❖ Runway 25 - Drilled Epoxy Inspection
- ❖ Gateway Landing - Soil / Aggregate Density Testing
- ❖ Old Eaton Pipeline Replacement - Soil / Aggregate Density Testing

EDGAR PEREZ

FIELD ENGINEER/SPECIAL INSPECTOR

Mr. Perez received his Bachelor of Science in Civil Engineering from the Colorado State University. He has three years of experience providing construction materials testing, special inspections, and laboratory testing services in Colorado.

Field duties include but are not limited to soils testing, asphalt testing, reinforced concrete inspections, concrete sampling and testing, structural masonry observations, Denver Pipe observations, epoxy observations, and pier observations.

Lab duties include but are not limited to compressive strength testing of concrete cylinders, moisture density relationships, gradations, maximum theoretical density, A/C content by ignition oven, specific gravity, unit weights of concrete and asphalt cores.

RELEVANT PROJECTS

Northwater Treatment Plant, Golden, CO

Erie NWRP Expansion, 2020 to Present, Erie, CO

Campus Energy, Denver, CO

Albion 44 Apartments, Denver, CO

785 Flagstaff Road, Boulder, CO

Westminster Townhomes-Westminster

ESPEC-Denver, CO

La Tela Apartments, Denver, CO

Woodrow Wilson Academy, Westminster, CO

DHA Gateway North, Denver, CO

DHA Vida, Denver, CO

Inca Street Townhomes, Denver, CO

Elliot Street Townhomes, Denver, CO

Albion Townhomes, Denver, CO

City Park Golf Course -Denver, CO

DHA Vida – Denver, CO

Big Dry Creek Wastewater Treatment Facility Solids Dewatering Improvements Project– Westminster, CO

Years of Experience: 3

Years with Martinez: 3

Education

Colorado State University

B.S. Civil Engineering

Certifications

Nuclear Gauge Operator

ACI Field

Testing Technician Grade 1

ACI Strength Technician

WAQTC

LabCAT Levels A & B

LIMS Trained

CDOT Material Technician Certified

LIMS

GROUND

ENGINEERING

Alia Mendoza

Engineering Technician

Education

- **BS Environmental Engineering- Metro State University Denver**

Certifications

- **ACI Field Technician Level 1**
- **CAPA A**
- **CAPA B**
- **WAQTC**

Years of Experience

- **1**

Years with Ground

- **1**

Alia is a field technician with 1 year of experience in construction materials testing, special inspections and civil inspections. She has performed services on many construction projects including municipal infrastructure, commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, land development and heavy civil infrastructure including bridges and highway work. Alia has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- retaining wall construction testing and inspections
- drilled pier special inspections
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- spray applied fireproofing thickness, density and adhesion testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- chemically stabilized subgrade testing
- sanitary and storm sewer pipe installation inspection
- reinforcing steel special inspection
- Micro Pile Special Inspection
- Floor Flatness and Levelness Special Inspection

Roadway/Highway

AHPMD-East 66th and 67th Ave, Aurora, CO; 38th and Picadilly, Aurora, CO; 64th Avenue Infrastructure Project / 64th Ave ARI Authority, Aurora, CO; Denali St. Infrastructure, Aurora, CO; Dutch Creek at Coal Mine Avenue - 19-035, Littleton, CO

Schools

Marshdale Elementary School, Evergreen, CO; Cherry Creek School District Elementary School #45, Aurora, CO; Powderhorn Elementary, Littleton, CO; Overland HS Health Clinic, Aurora, CO; CCSD Horizon Community School, Aurora, CO

Land Development

Aurora High Point North, Aurora, CO; Aurora Crossroads, Aurora, CO; 56th and Tower, Denver, CO; Whisper Village Development, Arvada, CO

Commercial/High-Rise

Briargate Promenade, Colorado Springs, CO; Majestic Commerce Center Building 16, Aurora, CO; First Aurora Commerce Center, Aurora, CO; Crown Point - Filing 1, Parker, CO

Reservoir/Water/Wastewater

Binney Pipeline, Aurora, CO; Village North Drainage, Castle Rock, CO; Hillcrest Reservoir, Denver, CO; Ridgeway South Water Main, Lone Tree, CO; Ridgeway Happy Canyon Sewer - Phase 2, Lone Tree, CO; Willows Waterline, Centennial, CO; 48th and Vasquez Boulevard, Denver, CO

GROUND

ENGINEERING

Education

- BS, Agriculture Business, South Dakota State University, 2018

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing Technician – Grade 1
- WAQTC Embankment and Base Testing Technician
- CAPA Level A - Laydown

Years of Experience

1

Years with Ground

1

Abby Fullenkamp

Engineering Technician

Abby is an engineering technician with 1 year of experience in construction materials testing, special inspections and civil inspections. He has performed services on hundreds of construction projects including commercial, industrial, energy, multifamily residential, high-rises, airports, dams and reservoirs, municipal infrastructure, land development and heavy civil infrastructure including bridges and highway work. The projects have included report generation and review, schedule coordination, data analysis and personnel management.

Abby has performed field testing, special inspections, quality control inspection and quality assurance inspection including:

- soils testing (field and laboratory)
- proof rolling inspections
- concrete testing (field and laboratory)
- structural masonry special inspections and testing
- asphalt (field and laboratory) testing
- drill and epoxy special inspection
- sanitary and storm sewer pipe installation inspection
- reinforcing steel special inspection

Her responsibilities have also included client contact and service.

Schools

Columbine High School, Littleton, CO; Brighton School District 27J Elementary School, Commerce City, CO; Global Village Academy, Northglenn, CO

Roadways / Infrastructure

Speer Boulevard, Denver, CO; East Colfax Avenue, Aurora, CO, Baseline Sewer Project, Boulder, CO; Forest Lakes Bridges, Monument, CO, Right of Way @ Pavlov, Denver, CO

Airports

Runway 35 North 46th & Central Park Boulevard – Phase 1 and 2, Denver, CO; Runway 35 South 40th & Central Park Boulevard – Phase 1, Denver, CO

Hospitals

Kaiser Franklin Parking Garage Repairs, Denver, CO

Water Treatment Plants

Great North Hudson WWTP, Hudson, CO

Churches

University Hills - Lutheran Church, Denver, CO

A. Provide a project description, including the scope of work, how the budget/fee structure was established, and the driving need for this procurement:

This request is for a competitive Request for Proposals (RFP) procurement to establish a Special Inspection Services contract at Denver International Airport (DEN). The successful proposer will provide special inspection personnel for use on airport construction projects on an as needed task basis as required by Chapter 17, Section 1704 of the International Building Code (IBC), and as amended by the latest City and County of Denver Building Permit Policy. This contract is task based to support a variety of projects and will be funded by the approval and issuance of each task. Tasks may include Federal Aviation Administration (FAA) funding and be associated with the Rolling Owner Controlled Insurance Program (ROCIP). The successful proposer will need to demonstrate the ability to provide both full time and seasonal personnel that will work on projects through definition, design, construction and close out.

B. If the requested contract amount is over \$10 million, provide an explanation as to why it can't be broken into smaller contracts:

This contract is the result of the unbundling of a larger contract into four new smaller contracts (Quality Assurance Inspection, Quality Assurance Inspection - Defined Pool, Special Inspection Services, and Commissioning Services) to expand SBE, Minority- and Women-owned Business Enterprise (MWBE), and Emerging Business Enterprise (EBE) participation.

C. Describe the selection process details and how this procurement complies with Memorandum No. 8B to Mayoral Executive Order No. 8:

Request for Proposal: This procurement is subject to Memorandum No. 8B and will be procured through a competitive Request for Proposal (RFP) process.

Enter

D. If this procurement request is for an amendment, please describe what alternatives are available to meet the needs of DEN:

Not Applicable

E. Current Contract Details:

Contractor Name:	AECOM	Effective Date:	06/15/2017
Contract #:	201628929	Expiration Date:	06/15/2022
WD Supplier Contract #:	SC-00001235	Original Contract Amount:	\$65,000,000.00

F. Budget Details:

This contract is encumbered by (check all that apply):				Funding Source:			
<input type="checkbox"/> Annual		<input type="checkbox"/> Full Amount		<input type="checkbox"/> O&M		<input checked="" type="checkbox"/> O&M and CIP	
<input checked="" type="checkbox"/> Task / On-Call Contract				<input type="checkbox"/> CIP		<input type="checkbox"/> N/A – Revenue	
Federally Funded (Grant)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				ROCIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Budget	2022	2023	2024	2025	Year	Year	Total
CIP	\$1,000,000.00	\$3,500,000.00	\$3,500,000.00	\$2,000,000.00	Enter	Enter	\$10,000,000.00
O&M	Enter	Enter	Enter	Enter	Enter	Enter	\$0.00
Revenue	Enter	Enter	Enter	Enter	Enter	Enter	\$0.00
Spend Category	Fund	Cost Center	Capital Program (CIP only)	Additional Worktags Airport Activity Codes	Project ID	Additional Worktags Project Phase	Total Encumbered Current Calendar Year
81100000	73810	6043330	Multiple	Z50B	Multiple	Enter #/delete	\$1,000,000.00
Enter #/delete	Enter #/delete	Enter #/delete	Enter #/delete	Enter #/delete	Enter #/delete	Enter #/delete	\$0.00

G. Additional Approvals (If required):

Non-Competitive Process: Is this contract being procured through a non-competitive process?

Select Yes or No

Phillip A. Washington – Chief Executive Officer

CES Routing in Adobe Sign: When routing the CES for signatures through Adobe Sign, copy Shala Sandoval, Kyle Jimenez, Randy Mata, and the Project Manager.

INITIAL CES SIGNATURES:

FINAL CES SIGNATURES:

Brittany Segner

Brittany Segner (Jan 7, 2022 12:46 MST)

Brittany Segner

E-signed 2022-01-07 12:46PM MST
 budget.group@flydenver.com
 Denver International Airport

Finance

Finance

Michael Sheehan

Michael Sheehan

E-signed 2022-01-07 01:32PM MST
 Michael.Sheehan@flydenver.com
 Denver International Airport
 Senior Director of AIM Development

Senior
 Vice
 President

Senior
 Vice
 President

James Starling

James Starling (Jan 11, 2022 12:29 MST)

James Starling

E-signed 2022-01-11 12:29PM MST
 jim.starling@flydenver.com
 Denver International Airport

Executive
 Vice
 President

Executive
 Vice
 President

Everett B Martinez

Everett Martinez

E-signed 2022-01-11 12:39PM MST
 everett.martinez@flydenver.com
 Denver International Airport

DEN
 Legal

DEN
 Legal












Initial CES_Special Inspection Services_\$10M

Final Audit Report

2022-01-11

Created:	2022-01-07
By:	Diane Folken (Diane.Folken@flydenver.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1112QjAMpzdUUJsG2sbl_nfvwuBUUOPE

"Initial CES_Special Inspection Services_\$10M" History

-  Document created by Diane Folken (Diane.Folken@flydenver.com)
2022-01-07 - 2:36:44 AM GMT- IP address: 198.202.201.236
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2022-01-07 - 2:41:32 AM GMT
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-  Document e-signed by Brittany Segner (budget.group@flydenver.com)
Signature Date: 2022-01-07 - 7:46:59 PM GMT - Time Source: server- IP address: 198.202.201.236
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Signature Date: 2022-01-07 - 8:32:19 PM GMT - Time Source: server- IP address: 198.202.201.236
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Signature Date: 2022-01-11 - 7:29:50 PM GMT - Time Source: server- IP address: 198.202.201.236

 Document emailed to Everett Martinez (everett.martinez@flydenver.com) and tracy.davis@flydenver.com for signature. One of them to sign

2022-01-11 - 7:29:53 PM GMT

 Email viewed by tracy.davis@flydenver.com

2022-01-11 - 7:32:29 PM GMT- IP address: 198.202.201.236

 Email viewed by Everett Martinez (everett.martinez@flydenver.com)

2022-01-11 - 7:38:56 PM GMT- IP address: 104.28.50.114

 Document e-signed by Everett Martinez (everett.martinez@flydenver.com)

Signature Date: 2022-01-11 - 7:39:18 PM GMT - Time Source: server- IP address: 97.118.106.42

 Agreement completed.

2022-01-11 - 7:39:18 PM GMT

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GROUND ENGINEERING CONSULTANTS, INC.

is a
Corporation

formed or registered on 04/17/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871567155 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/21/2022 that have been posted, and by documents delivered to this office electronically through 01/24/2022 @ 12:40:51 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/24/2022 @ 12:40:51 in accordance with applicable law. This certificate is assigned Confirmation Number 13739851 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."