

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 **METRIX ADVISORS, LLC**, 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 quality assurance inspection services; 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 On-Call Quality Assurance Services SBE project (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 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.

D. 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.

E. 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. Such consent shall not be unreasonably withheld and approval shall be assumed if response is not provided within ten (10) days.

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.

F. 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. Consultant may replace with the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

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 and materials 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. Any proprietary software or data prepared by Consultant outside the scope of this Agreement or Contract Documents shall not be subject to this Section 3. Consultant and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and any pre-existing materials developed or acquired by the Consultant prior to the commencement or independently of this Agreement, including all intellectual property rights therein

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 in accordance with the terms of this Agreement, the Scope of Work and any other Task Order 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 removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents that do not contain negligent errors, omissions, and/or defects; and

ii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work if such work is constructed or installed in accordance with design documents.

iii. 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 **Five Million Dollars and No Cents (\$5,000,000.00)** (“**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 Director 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. SBE, WAGES AND PROMPT PAYMENT:

A. Small Business Enterprise.

i. This Agreement is subject to Article VII of Chapter 28, D.R.M.C., designated as §§ 28-201 to 28-236 (the "**SBE Ordinance**"), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. Consultant is a certified Small Business Enterprise ("**SBE**") and pursuant to D.R.M.C. § 28-208, Consultant is required to self-perform a minimum of 65% of the contract work.

ii. Under D.R.M.C. § 28-222, Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the SBE defined selection pool requirements and with its originally achieved level of SBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting SBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in D.R.M.C. § 28-223, Consultant acknowledges that:

a. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Consultant's compliance with the defined selection pool requirements and additional SBE participation requirements.

b. Consultant shall have a continuing obligation to immediately inform the DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases described in D.R.M.C. §

28-223, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Consultant or any utilized SBE subcontractor or supplier at the time of award of this Agreement, shall be contemporaneously submitted to the DSBO.

c. Consultant shall achieve defined selection pool requirements and the minimum utilization requirements regarding the SBE subcontractor or supplier as respects such changed scope of work by performing such work or by retaining additional SBE subcontractor(s) or supplier(s).

d. Consultant shall supply to the DSBO Director documentation required by ordinance with respect to the increased dollar value of this Agreement. The Consultant shall not, during the term of this Agreement:

- i. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool requirements; or
- ii. Modify or eliminate all or any portion of the scope of work attributable to the SBE subcontractor upon which minimum utilization is based the contract was awarded, unless directed by the City.
- iii. Termination or substitution of an SBE subcontractor requires compliance with D.R.M.C. § 28-226.

iii. For contracts of one million dollars (\$1,000,000.00) and over, Consultant is required to comply with D.R.M.C. § 28-225, as applicable, regarding prompt payment to SBE. Payment to SBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an SBE subcontractor invoice.

iv. Failure to comply with these provisions may subject Consultant to sanctions set forth in D.R.M.C. § 28-229 of the SBE Ordinance.

v. Should any questions arise regarding SBE and DSBO requirements the Consultant should consult the SBE Ordinance, or may contact the DSBO representative at (720) 913-1999.

B. 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, if applicable, provide the Auditor with a list of all subcontractors providing any services under the Agreement.

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

iv. Consultant shall, if applicable, 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.

C. 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.

D. 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:

Metrix Advisors, LLC
2499 Washington Street
Denver, Colorado 80205
Attn: Rob McDaniel

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, pandemic or epidemic 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 Director 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 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 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 six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and 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. The City warrants that if no conflicts have been identified upon execution of this Agreement, no conflict exists.

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: 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

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-202161310-00
Contractor Name: METRIX ADVISORS LLC

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-202161310-00
METRIX ADVISORS LLC

By:  _____
944C7D376F24481...

Name: Rob McDaniel
(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 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, quality assurance inspection; and task administration for any and all professional services as requested by the Senior Vice President of Airport Infrastructure Management (SVP 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 SVP of AIM DEV or the designated DEN representative, will be required to provide quality assurance services for specific task scopes of work. The Consultant's specific scope of work requirements 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.



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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 Quality Assurance programming
- 2.1.2.3 Task and Agreement closeout services

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP 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



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direction of the SVP 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 SVP 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 SVP 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 SVP of AIM Development or the designated DEN representative.

2.5 STAFF BILLING RATES

- 2.5.1 All Consultant and Subconsultant staff proposed on task orders shall have billing rates identified in Exhibit B. The Consultant shall identify normal duty billing rates, overtime duty billing rates, and/or office billing rates as applicable per task order scope of work.
- 2.5.2 Overtime rates shall be calculated at base unburdened rate times 1.5 times a reduced overhead multiplier that excludes fringe benefits.
- 2.5.3 The allowable mark-up for subconsultants is 4 percent.
- 2.5.4 The allowable mark-up for expenses is 5 percent.
- 2.5.5 The allowable billing rate annual escalation per staff member shall not exceed 5 percent and is subject to the approval of the SVP of AIM Development or the designated DEN representative. When approved, the escalation shall be applied the week of the following calendar year or at the discretion of the SVP of AIM Development or the designated DEN representative.

2.6 DILIGENCE



AIM DEVELOPMENT QUALITY ASSURANCE SERVICES

- 2.6.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.6.2 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.

2.7 COOPERATION

- 2.7.1 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



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- 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

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



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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

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

1 INTRODUCTION

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

2 WORK SCHEDULE

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

3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

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

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

4 INVOICES AND PROGRESS PAYMENTS

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

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

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

5 MONTHLY PROGRESS REPORT DEVELOPMENT

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

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

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

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

8 EXPENSES

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

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

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

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

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

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

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

9.2 Prior To Commencement of work – Submittals Required

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

9.3 Monthly Submittals

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

9.4 Submittals Required - After Task Order Request for Proposal

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

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

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

11 REFERENCED FORMS

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

END OF EXHIBIT

EXHIBIT F



DEN Quality Assurance Services – SBE Proposal RFP No. 202161310

Submitted to:

Phil Washington
Chief Executive Officer
Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249

Submitted by:

Rob McDaniel, Principal
Metrix Advisors LLC, (dba Metrix Inspection Group)
2499 Washington Street
Denver, CO 80205
303.223.0291
www.metrixig.com



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Cover Letter

Phil Washington
Chief Executive Officer
Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249

Mr. Washington:

Metrix Advisors, LLC DBA Metrix Inspection Group (Metrix) is pleased to submit our proposal response to *Request for Proposal No. 202161310, DEN Quality Assurance Services – SBE*. As a Denver-based certified Minority and Small Business Enterprise (MBE, SBE), we were particularly excited to see Denver International Airport issue this procurement as a SBE defined pool program. Metrix appreciates DEN's commitment to diversity, equity, and inclusion and we are confident in our ability to deliver value-driven quality assurance services to DEN if we are awarded this contract.

DEN is one of the most important economic engines in the Rocky Mountain region with plans to serve more than 100 million passengers in the next decade. In order to deliver a world-class passenger experience to tomorrow's travelers, DEN will need to invest billions of dollars across its 53 square mile footprint over that same timeframe. Cost-effective, trustworthy, and scalable quality assurance programs are a critical component for ensuring construction programs meet their goals and must be in place to deliver on the goals put forward in DEN's *Vision 100* plan.



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, our project leadership team has decades of combined experience successfully delivering wide-ranging infrastructure-related projects to DEN. In combination with the quality-driven partners that we have selected for our team, the following proposal will detail why Metrix is ideally suited to step into the prime contractor role for the DEN SBE - Quality Assurance Services program.

As a certified minority-owned firm since 2010, the values of equity, diversity, and inclusion are foundational to Metrix and reflected by the diversity of our employees and our company culture that is grounded in our company values of **respect, accountability, and outcomes**. As our Equity, Diversity, and Inclusion (EDI) Plan details, we work hard to create inclusive opportunities to pay forward those opportunities that have been afforded to us. As detailed in the provided organizational chart, our leadership team includes our Director of Diversity and Administration to ensure we are living up to that promise.



The Metrix team has come together around the idea of delivering a cost-effective, task order-based quality assurance program to DEN. Underpinning our approach is our deep commitment to client communication. For Metrix to deliver high-quality, value-driven quality assurance services we must understand DEN's short and long-term objectives. For this reason, Metrix is proposing Riley Rukavina to serve as the Principal Project Manager (PPM) for this project. Riley is a deeply experienced and highly qualified construction inspection professional that will have the full support of our Senior Project Advisor who is a seasoned professional engineer licensed in Colorado, and the President of Metrix who has led the company since its founding.



The table below highlights the key project personnel (described more fully in Section 4) and subconsultants that are committed to the successful delivery of this project for the duration of the contract term.

Firm Role / Title	Key Personnel / Company Name
Prime Contractor / Principal Project Manager	Riley Rukavina <i>Metrix Inspection Group</i>
Prime Contractor / Project Executive	Rob McDaniel, MBA <i>Metrix Inspection Group</i>
Prime Contractor / Director of Diversity & Administration	Marcy Ybarra, <i>Metrix Inspection Group</i>
Subconsultant / Senior Project Advisor	Jamie Price, PE <i>Matrix Design Group, Inc.</i>
DBE Subconsultant / Technical Staff	<i>Smoky Hill Engineering, LLC</i>
Subconsultant / Technical Staff	<i>Ground Engineering Consultants, Inc.</i>
Subconsultant / Technical Staff	<i>Matrix Design Group, Inc.</i>

Metrix looks forward to building on our history of delivering high-quality services to DEN and we welcome the opportunity to discuss any aspect of this proposal in more detail. Thank you for your consideration for this critical project.

Sincerely,

A handwritten signature in black ink, appearing to read "R. C. McDaniel".

Robert C. McDaniel, *President*
Metrix Advisors, LLC (dba Metrix Inspection Group)

Cost Effectiveness

One of the foundational reasons that Metrix Inspection Group has achieved success as a small, minority-owned company is our unwavering commitment to providing value-driven solutions to our clients. We live our management values by hiring and retaining a diverse, capable workforce, carefully managing how we allocate our resources (and those of our subcontractors), and *-perhaps most importantly-* listening to our clients. Metrix views cost management as a top down *and* bottom-up activity that lives within the culture of our company.

Communication - Our years of experience have demonstrated that the single most important success factor for delivering value from the top is communicating effectively, with our clients, subcontractors, and stakeholders. By establishing a task order framework for this contract, DEN has put in place an operating structure that relies on strong, consistent communication channels between the Metrix PPM and AIM. To create cost-effective task orders that are accepted by AIM, our PPM is incentivized to develop a deep understanding of all relevant current *and future* construction activities at DEN.



Accordingly, our PPM will be focused on generating task orders that not only address immediate quality assurance needs, but also put forward considerations across the totality of the relevant capital project. This approach by its very nature will help support smart planning and project execution as DEN expands gates, improves Peña Boulevard, and improves the terminal facility.

From the bottom up, the critical drivers of quality and cost effectiveness begin with a project specific Work Plan based on the building blocks of project management: scope, schedule, and budget:

Task Budget - The Project Executive and the Principal Project Manager (PPM) will estimate and monitor the task costs to optimize the value of work performed for the available budget. (Additional detail on the task order development process is provided below). As the overall project manager who is ultimately responsible for ensuing client satisfaction and control of costs, our PPM will monitor task costs on an ongoing basis as a key tool for managing cost effectiveness. The PPM will then compare actual spending to the agreed upon amount to inform AIM representatives and other stakeholders as needed, while providing regular percentage of completion reports that detail project risk areas that might lead to budget overruns and/or scope creep.

Staff Allocation - When allocating staff for a task order-based project such as this, Metrix focused on creating a subconsultant team that has the shared capacity to provide DEN with a deep pool of capable quality assurance professionals, while simultaneously minimizing unnecessary overhead. This staff balancing will be a critical function of the PPM and Senior Project Advisor. It will also allow Metrix to maximize its commitment to exceeding DEN's M/WBE utilization requirements through equitable assignment of subconsultant staff. By initially drawing staff members from our own team of skilled inspectors and along with Smoky Hill Engineering, we will always prioritize EDI principles in how we staff projects. Recognizing that DEN's needs may exceed this resource



pool, Metrix has also brought on two larger partners in Matrix Design Group and Ground Engineering. Both firms were invited to the Metrix team because of their commitment to support small business, and their ability to seamlessly provide specific inspector skillsets to DEN for specific task that Metrix and Smoky Hill might not currently have. Metrix sees its ability to optimize these priorities by parceling of specifications, testing requirements, codes, and regulations for each task order as unique to our team and highlighting our ability to execute this project.

Schedule - Each task-order assigned to the Metrix team will be electronically managed at the sub-task level daily and tracked by task-identified milestones. The delineation of task activities will be aligned with AIM requirements and provide sufficient detail to provide efficient monitoring and evaluation for the sequence of the work.



Metrix employs a rigid QC process throughout the entire program. The QC process is structured to identify problems early through oversight controls, as well as strategies for quick resolution, to ensure that all our work, (1) meets DEN's needs, (2) is understandable and technically accurate, (3) is appropriately documented to support critical project recommendations, (4) is electronically compatible, (5) is timely, and (6) affords team members and stakeholders the ability to collaborate effectively and efficiently.

Our QC methodology has proven effective in minimizing construction errors and re-work. Our leadership team will conduct field oversight of our inspectors as well as review and approval of each daily report. With time and materials analysis of previously completed work our team will submit projected completion timeline of the overall project in a phase-by-phase breakdown. This timeline is based upon data collected from each contractor's documented efficiency, as well as forecasted weather delays based upon project timeframe.

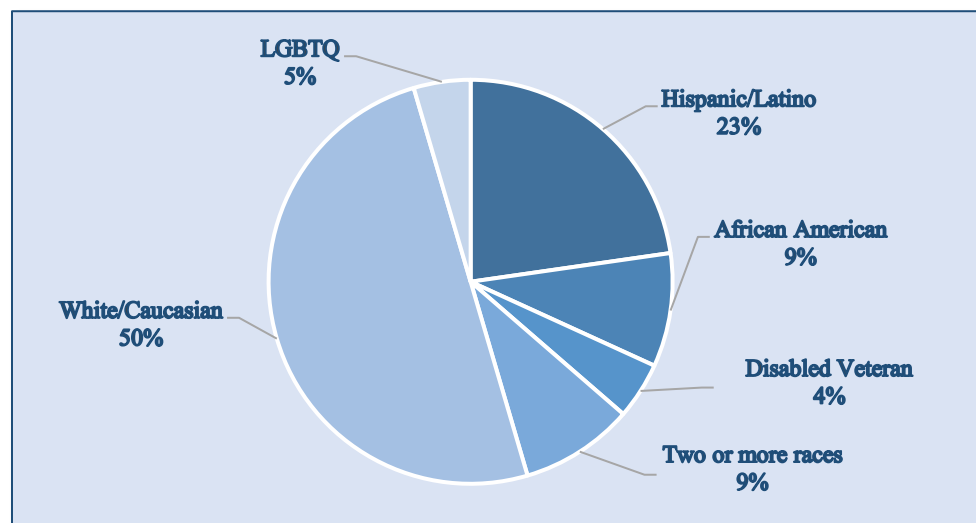
Financial Management – We believe that our own internal financial management practices must align with those of our clients if we are going to provide quality driven and cost-effective services. Although we are a small business, Metrix prides itself on being a smart business and – unlike many of our competitors - our balance sheet reflects that. This approach is reflected in our people and our culture: we invest heavily in professional training to enhance client value and demonstrate to our employees that we believe in supporting their career growth. We also pursue a strong bonus program to reflect client satisfaction, and always ensure that our financial position can support growth and working capital. This allows us to always keep our clients' best interest at the forefront of our work and *never, ever* cut corners to make up for poor business management.

Technology - Regarding our preferred cloud-based electronic field documentation platforms, Metrix sees CDR (Construction Daily Reports) as a viable alternative to *Autodesk BIM360*. Through hands on experience, we know that CDR can provide simple, professional custom Construction Daily Reports in a PDF format while saving staff time. If awarded the contract, our intent is to collaborate with DEN to implement the platform that is best suited to the projected work while, improving on the technology that has been historically utilized by incumbent vendors at DEN.

SBE EDI Plan

Metrix Inspection Group is pleased to share our Equity, Diversity, and Inclusion Plan with DEN as part of our proposal. As a small, minority-owned business, we know how challenging it is to get your foot in the door with large clients. We also understand how important the role of executive leadership is for supporting and serving the needs of our diverse employees, vendors, and partners. We view the responsibility of helping to remove barriers and increase access to contracting opportunities for small and underutilized businesses as a collective responsibility, not just the job of the City and County of Denver, or DEN. Simply put, it should be the goal of every business because it is the right thing to do. For these reasons, we are excited to embrace DEN's Vision 100 strategy in advancing EDI initiatives as it aligns with our own vision and values.

Current Assessment – As detailed below, Diversity and Inclusion are not new themes for Metrix. It is a major part of how we operate, and core to our belief system. We are proud to be a collective of skilled business professionals from all walks of life. We intentionally seek out unique employees and partners who bring diversity to our group. We encourage an inclusive and engaging culture because we know we are all better when everyone has a seat at the table to tell their unique story.



Opportunities & the Role of Culture - Our EDI plan follows the same vision and strategy we practice every day within our organization. How do we build a supportive and inclusive business that has intention, purpose, and value? We believe part of the answer is in the lens in which we see the world. In the pace of business, too often the different views or perspectives from multicultural individuals or businesses are excluded for a host of reasons. We embrace the idea that cultural perspective can enhance the problem-solving process if given the space. Our goal was not to simply write a plan, but to use our plan to better understand and educate ourselves and others about the value that culture can bring to decision-making. After all, it's what we do, not just what we say that drives a successful strategy to accelerate growth for small and minority-owned businesses.



Objective Culture: We recognize you. Purely observational, no insights.

Subjective Culture: We understand you. Insightful and actionable.

-Dr. Felipe Korzenny

While many organizations exist at the objective level of culture, Metrix consciously works to exist and operate in subjective culture. We strive to understand and embrace culture at a deeper and more authentic level to inform and influence our behavior. We see our Equity, Diversity, and Inclusion plan as the guidebook to help Metrix create a strong community presence and demonstrate that we are serious about accelerating our cultural competency to help drive our own company's future and serve as a catalyst for other small and historically underutilized businesses.

A. Equity, Diversity, and Inclusion Strategies

Longtime Diversity, Equity, and Inclusion educator, Verna Meyers, said: "Diversity is being asked to the party, Inclusion is being asked to dance." While an EDI plan is an important first step, it is just the beginning. We must be mindful in the way we operate and communicate our vision and values. Seemingly subtle differences can create an outsized impact on how negotiation messages are given and received.

We strive to constantly pursuing cultural competency throughout our organization by creating learning opportunities and formal policies. To ensure that we do so, we have a dedicated executive to help guide and implement our policies. Marcy Ybarra, Director of Diversity and Administration, will ensure we communicate our vision, policies, and intent to contribute to the success of small and underutilized business and communities. Our commitment includes:

- Advancing our culture of inclusion and belonging by:
 - Understanding the cultural lens that influences how diverse groups may perceive business
 - Recognizing and appreciating differences that will bring unique perspectives and ideas to help share our organization
 - Seeing diversity, equity, and inclusion as connected to our mission and critical to our success
 - Communicating correctly and in meaningful ways that extend a real invitation to partners
 - Consistently displaying inclusive leadership behaviors valuing all perspectives and listening to diverse points of view.
- Building a diverse workforce for the future by:
 - Attracting unique talent through competitive pay, training, and support along with opportunities for growth and advancement
 - Engaging in conscious inclusion that promotes equity
 - Creating a safe and inclusive environment where employees can be their authentic self, free from discrimination, harassment, and bullying.

- Driving innovation and business growth by:
 - Identifying and growing our network of people, programs, and partnerships to ensure that we are representative of the diversity of our community.
 - Encouraging employees to collaborate in the process, make suggestions, and always respect and listen to diverse opinions.
 - Monitoring progress and adjusting as needed.

B. Technical Assistance & Support Services

History tells us that individuals from non-white cultures believe they must be “twice as good” as their counterparts to be valued and recognized as a contributor. We are committed to changing this narrative by supporting professional growth and development opportunities for our colleagues to build a team of highly valued, and reputable employees and partners. These programs include:

Mentorship - Partnering with organizations such as Hispanic Contractors of Colorado and ASAC Women of Construction, we target historically under-represented groups to focus our limited resources. Our programs are intended to place mentees on the fast track to onsite experience and training with our team of passionate inspectors. Each experience is tailored to best suit each individual’s interests and capabilities. Career plans are developed in order to cultivate direction and ownership for our mentees to carry forward. This guidance lays a foundation of professional goals, while developing confidence in the field that in-class education alone cannot provide. Our vision is to impart our experience and passion for construction quality to cultivate and ideally hire promising candidates.



Workforce Development - When creating workforce development plans, it is important to Metrix to include cultural competency as a component to develop and grow our business. We start by including employee feedback on their vision for personal development and invite them to help decide their path. We then offer the education, training, and related needs for success. We also partner with The Human Blueprint — an EDI forward leadership development consultancy — to work with employees one-on-one to create a “unique blueprint” and action plan to outline a long-term view for their career. The Human Blueprint helps employees manage their professional development and growth while being their authentic self. Many of our current employees have already utilized this service and completed their blueprint.

Community Partnerships - Metrix is always searching for strategic partnerships with relevant minority organizations and agencies, women’s organizations, and educational entities that will create a strong community presence as we advocate for Equity, Diversity, and Inclusion policies. Some of the organizations we are in discussions with to determine strategic alignment and the highest and best use for our limited resources include:



- Black Construction Group
- Rocky Mountain Indian Chamber of Commerce
- Hispanic Contractors of Colorado (Women in Leadership)
- ASAC Women of Colorado
- Metropolitan State College of Denver (Engineering and Engineering Technology)
- University of Denver (Daniels College of Business)
- Scholars Unlimited
- Metro Chamber of Commerce
- Business Action Committee (BAC)

C. Procurement Process

As a small business, we work hard to procure opportunities where we can bring our specialized skills and expertise of knowledge in quality control, quality assurance and special inspection. We partner with companies who see value in our services and trust in our work.

For bids that require us to join forces with other partners, subcontractors, or vendors (such as this DEN QA Services – SBE) we are always conscious of the barriers that small businesses face.

- Metrix Inspection Group will never require a prequalification form to begin the conversation of possible partnership. Prequalification requirements are often prohibited citing not enough experience or high pricing.
- Many small firms believe they are not invited to the conversations around vision and planning around projects which places them at a disadvantage. We will be sure that from the very beginning, we are communicating with our fellow small business peers to ensure we are all in the know. We will always network with other DBE/SBE/MWBE firms to help build a large pool of skilled professionals so when opportunities arise, we are ready.

D. Communication and Vendor Management

The goal of our communication management plan is to develop effective service, safety, quality and working relationships that will continue after project completion. Professionalism, courtesy, and fair treatment, starting from the very beginning stage of the project creates responsive, collaborative interactions that ensures a successful project. Our communication plan consists of:

- Training our employees, partners, or vendors to align with our vision of the company to deliver quality work in a safe environment.
- Communicating regularly and frequently with the project team through weekly status meetings for updates, comments, ideas or concerns to build relationships and trust by enabling open and strong communication channels.
- Including key stakeholders/partners in key strategy sessions to establish a collaborative environment.



- Asking employees to share issues or barriers they are facing through online surveys, interviews, and one on one listening sessions.
- Clearly state and have written performance expectations of duties.
- Ensure timely responses when addressing employee, partner, or vendor concerns.
- Resolve disputes quickly and fairly by listening to partners to find right solutions.

E. Past Performance

As a SBE, DBE, and MBE certified business we have been fortunate to work with several large Prime companies on high-profile construction projects at DEN. From the beginning, we have held a vision for culture and diversity. Currently we are proud to say our workforce is represented by 75% of employees from diverse backgrounds. Our job descriptions always include competitive pay rates and encouraged diverse candidates to apply. We support our employees through comprehensive benefits packages and financially support employees who want to expand their skills through company funded professional development.

Our partnerships are important to us, and we are thoughtful about who we do business with. This is our first solicitation that has given us the opportunity to Prime a substantive DEN contract inclusive of subcontractors. This unique opportunity allowed us to recruit Smokey Hill Engineering to join our team. Smokey Hill is a fellow certified SBE/DBE/MWBE firm with expertise that we know will bring value to DEN. Metrix intends to self-performing 55% of the scope of work, and Smokey Hill will likely perform 10-15% of the contract, for an approximate total of at least 65% SBE/DBE/MBE participation.

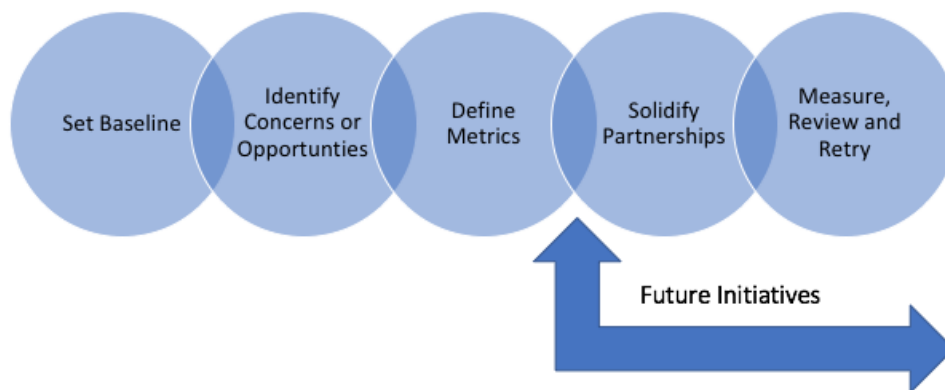
F. Proposer's Culture

Metrix is wholly Mexican American owned, with diversity of backgrounds extending from the leadership team to field staff. We recognize, understand, and appreciate differences and commonalities that help shape our culture. We appreciate how people can see different points of view through their cultural lens and how that shapes the way one sees themselves and others. We celebrate each other's successes and support personal and professional development. We believe that by investing in an inclusive culture, we will attract the best and brightest talent.

As we continue to evolve and grow our business – not only in numbers – but in cultural awareness and understanding, we are excited to extend more opportunities to underrepresented groups and candidates that share our background and values. Our recruitment practices and job listings include specific language encouraging under-utilized groups to apply, creating a very specific "invitation" which reinforces our commitment to diversity and inclusion. Our employee development program builds trust and develops relationships with our team by outlining goals, providing feedback, and coaching, and recognizing achievements and success. Our interest in finding ways to give back to our community and forging partnership with community organizations will show Metrix Inspection Group's employees and partners who our company is and what we stand for. Together we will build trust, encourage compassion and open-mindedness, and reinforce our commitment to a culture of inclusivity and accountability.

G. Future Initiatives

Every business starts at a different place as it begins the creation of a diversity and inclusion plan. When Metrix assessed our current baseline, we felt comfortable knowing that many attributes of a successful plan aligned perfectly with our values. We also understood that the plan was only the beginning. As we identified areas for growth and opportunity, we realized there is much more we can be doing to contribute to our collective. The following are practices and initiatives we plan to execute as we continue to implement our diversity and inclusion plan.



Solidify Partnerships:

- Establish a mentorship program targeting women and historically underutilized groups with an interest in construction inspection as a career.
- Confirm youth mentoring and development through partnership with Scholars Unlimited, speaking at summer youth programs to educate and inform about careers in construction.
- Encourage coalition building and networking events

Measure, Review, and Retry:

- Continue to receive feedback from employees around what diversity and inclusion means to them through interviews and surveys.
- Use historical data with regard to representation, recruitment, turnover, and employee engagement to measure effectiveness of plan.

Diversity, equity, and inclusion is in one word – accountability. Metrix Inspection Group not only has the discipline to implement these important policies but has the passion and support of executive leadership needed for sustainability of our program as a strategic vehicle to grow our company.



Proposed Work Plan and Approach

Management and Organizational approach

Our management team is comprised of people with diverse backgrounds and experience in the construction industry and large-scale project management. Our philosophy is laser-like focus on the customer's needs and meeting project goals. In the situations when problems do arise with design or inspection, the Metrix approach to responding has been validated: We do everything under our control to understand the root cause of the issue, we develop recommendations for resolving the issue, and we communicate the totality of the situation to all involved parties with clear, fact-based dialogue. While simple, this approach has proven itself time and again.

Our track record of success is directly attributable to Metrix's core values of dedication to our client's objectives, delivery of high-quality work product, and development of strong stakeholder communication channels. We enact our values by applying deep and diverse industry experience to the projects we manage, while placing significant emphasis on utilizing technology to enhance our ability to provide structure and insight.

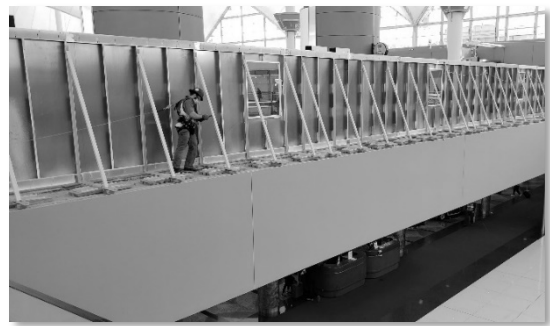
The Team believes that the successful development and execution of quality assurance task orders can best be achieved by following these protocols:

- 1. Collaboration and communication** - Communication is critical amongst all QA team members and the DEN executive team. As task orders are established, our PPM will analyze all requirements and project challenges and identify the necessary tools to facilitate collaboration and transparency amongst the team. A review of inspection staff capabilities across Metrix and its partners will be conducted to assess task order 'fit'. On the rare occasion that scope requires credentials that no team member possess, Metrix will deploy a multi-layer recruitment approach that emphasizes recruitment of historically underrepresented groups to identify and hire qualified candidates.
- 2. Task objectives and work scope** - At the beginning of the assignment, establish key accountability metrics and ensure understanding of roles and responsibilities.
- 3. Task management** – Expertly utilize the project management tools deployed for this project assignment to understand resource availability and optimal deployment.
- 4. Schedule management** - Define milestones and deadlines and monitor status updates.
- 5. Scope management** - Control scope creep. Determine the scope change procedure so that all members of the team are aware of changed parameters.
- 6. Quality assurance** - The PPM and task leads will continually monitor performance and interact with DEN project managers to keep the project task on track.
- 7. Credibility** - Establish credibility amongst the Team with the DEN executive staff. Metrix is well suited to address any challenge.

Understanding the Scope of Work

Our understanding of this Quality Assurance Service Request for Proposal is that it will fulfill the needs of the DEN executive leadership for access to a skilled consulting team that can address the myriad of complex issues affecting the construction operations of the airport, on a quick turnaround basis. "One stop shopping for airport infrastructure consulting." Airports are no longer merely travel stations for airplanes but a complex operating machine that gives visitors a glimpse into the soul of a city. The airport is a traveler's first view of Denver... and the last. The impressions that airports make, for good and bad, are lasting. Our role is to help create an airport facility worthy of the Mile High City.

Definition Phase - The commitment of resources for DEN projects results from a need for expansion, maintenance, or improvement. Metrix will help identify and detail these needs to aid with design possibilities. Metrix, Smoky Hill Engineering, and Matrix Design Group will lead inspection of existing facilities to provide DEN with a proven staff of highly experienced inspectors and registered professional engineers to offer expert advice.



Through research and consulting, we can assure the facility is in the best position to satisfy its objectives. As we analyze the intent and capabilities of the project, Metrix and our partnering staff will be trained to follow all applicable policies and project goals.

Design Phase - Metrix will provide design analysis or adaptation of the design to address unforeseen issues and aid in contract preparation. The goal of this review, it to provide suggestions and interpretations in an effort to assure constructability and maximization of value engineering. Our expert staff will aid in illuminating these items prior to mobilization to help protect the schedule and budget. Like the definition phase, Smoky Hill Engineering will provide DEN with a proven staff of highly experienced and registered professional engineers to offer expert advice. Metrix understands that we have no responsibility or duty for guaranteeing, warranting, certifying, directing work, or any other aspect of construction for which the contractor has responsibility.

Construction Phase - Metrix will provide construction phase services intended to assist DEN in evaluating the work of the Contractor. We will use our professional judgment and expertise to determine if the work we observe is consistent with the manufacturer's requirements, industry standards, and the contract documents. This begins with assisting DEN Project Managers with the review of contractor acquired permits to assure all factors of contracted work are accounted for prior to the start of work. Our staff will be present at all relevant meetings to maintain clear communication with all stakeholders.

All report components required in Scope of Work Section 3.5 will be observed and documented. If we observe work that we believe is not generally consistent with the applicable construction documents or manufacturer's requirements, we will inform the contractor on-site and via e-mail

with the issuance of our inspection report. These inspection reports will be issued within the same business day as the inspection to a distribution list of all responsible parties. Every field report is reviewed for quality and accuracy to assure all vital information is accounted for.



We will review the information from our site visits and issue a summary report each week during construction. This report will include a discussion of our observations, along with representative photographs. Where appropriate, we will make recommendations for correcting observed discrepancies. The site visit reports will also include an update of construction progress and assist with determining whether the project will be completed according to the construction

schedule. Accompanied by the oversight of construction activities, Metrix and its partners will provide field staff with the utmost seriousness for safety and security. Contractor safety programs and DENs security requirements will be observed, documented, and enforced at all times.

Close Out Phase - If applicable, Metrix can evaluate requests for payment, warranties, changes in the work, and issues related to project close-out. We will maintain ongoing contact with the Contractor, to ensure that we are able to observe critical phases of the work and that issues are resolved on-site whenever possible. However, we understand that conditions may potentially be covered up and we cannot fully understand the installation and/or appropriateness of the system in every location of the airport property.

Reporting and Technology - Metrix has worked on construction project at DEN since 2015. This has given our staff hands on experience with BIM 360 (not Autodesk). If DEN project leadership prefers to retain this legacy software to match existing QA document control for this scope of work, Metrix is well-trained in BIM and will have no problem maintain this continuity. If DEN elects to adopt a cloud-based document control option, Metrix is ready and willing to implement our partner's Ground Engineering, proprietary *Ground Ops* software. This technology has been carefully developed to meet the needs of any construction project and offer easy access to clients with their newly released *Client Portal*.

With DENs extensive experience with Ground Engineering's documentations, this would be another compatible option to create continuity across projects. In pursuit of improving the quality of daily reporting, each inspection type performed on site will be accompanied by proprietary reporting templates. Each template is designed to provide easily comprehended information for those who may not have the intimate knowledge of each discipline. These templates fulfill FAA, CDOT, IBC, DEN specification, and ASTM requirements. Along with documenting all construction activities, daily reports will provide detailed information to meet all requirements listed in the RFP Scope of Work Section 3.5.

Metrix field staff will be collecting field data and formulating reports with the latest production of Apple iPad Pro tablets. Metrix is working to eliminate dual-device (i.e., PC + tablet) approaches

from its infrastructure by the end of 2022 to enhance security and timeliness of technology interfaces. Rather than our inspectors carrying tablets for field data collection, and laptops for office work, they will have a singular device with all the processing power to meet modern-day needs. Inspectors have GPS enabled cameras, 5G internet access, and reporting mobility, while reducing cost and increasing security. All inspectors will have smartphones for verbal and text/email communications. Our team looks forward to exploring the optimal technology infrastructure with DEN to ensure our documentation practices best suit your needs.

Coordination Methods - Our leadership team will develop a daily schedule with the Superintendent and/or the contractor's Quality Control Team. This daily schedule will be used as a guide to assure observance of all materials and construction activities. In tandem with daily schedule, our inspectors are directed to coordinate daily via phone call or email with the foreman responsible for each of their respective disciplines. This allows our team to keep a finger on the pulse of the project and forecast inspection needs that the contractor may not be aware of.

Equipment - Field staff will be equipped with the best equipment available to streamline their job and keep them safe. We invest in the wellbeing of our employees with high grade Pyramax hard hats, yearly stipends for steel/composite toe boots, durable high visibility vest, variety of gloves to best fit the task and weather conditions, and best in class eye protection. Along with PPE, all inspectors carry basic measurement and testing tools as needed to perform their given tasks. To transport our field staff, we will provide fuel-efficient vehicles equipped with two-way radios for airport communication, and all required lighting and visibility features to meet DEN, FAA, and TSA requirements. Unless a given task order dictates the need for electric carts or a field office/trailer, Metrix and our partnering inspection staff plans to work out of their trucks to provide cost-effective services.



Employee Recruitment

Our emphasis on recruiting and retaining high quality personnel creates the necessity for a thorough recruitment process. Metrix leadership carries a wealth of field and administrative experience, which has proven to find technically skilled and personable employees. Our success relies on five key strategies.

1. **Technology** - Our team diligently adapts to the constant change of workforce accessibility. We test and utilize popular social media and hiring websites to connect with our potential staff. We have created a hospitable brand image with compelling job descriptions that are designed to lure the most desirable candidates. Consistently monitoring our web pages and postings to make ourselves as available and helpful as possible. This monitoring is also used to seek out candidates and develop relationships with individuals of interest.



2. **Industry networking** - Aside from virtual networking, we participate in every opportunity to meet face to face with industry peers. Association meetings and conferences allow us to create positive relationships face to face, fostering a significant personal relationship.
3. **Strategic interviewing** - As part of our EDI program, we seek a diverse group of candidates to improve our balance of perspectives from people of different backgrounds. We schedule in-person interviews with our top choices in the hopes of not wasting potential candidate's time. Our interviews (typically a minimum of two rounds) involve our most knowledgeable leaders, accompanied by a peer that has already been working the position that is being offered. This provides a highly informative and efficient meeting that leaves the candidate with an impression of our company culture.
4. **Mentorship** - As part of our diversity and inclusivity initiatives, we offer an inspector mentorship program that focuses on historically disadvantaged groups and provides access for these under-represented individuals to see passionate and experienced inspectors applying their knowledge to create something new. This allows us to execute on our EDI plan and develop potential inspectors to join our team, or the workforce in general.
5. **Competitive offerings** – Metrix strives to offer salaries and benefits aligned with the top quartile for the industry to compensate our staff appropriately for their work.

Employee On-Boarding and Off-Boarding - Given our extensive experience working at DEN we understand the security requirements and safety hazards involved. Our onboarding process prepares staff to enter the project with a comprehensive understanding of the risks for themselves and passengers. Each staff member assigned to the airport completes a criminal background check, drug screening, badging, and a thorough briefing of scope of work.

Employee Development Program - Being a small business gives us the advantage of having a tight knit relationship with every employee. To achieve our business strategy, we focus on a development and reward cycle that allows us to retain the top talent in the industry. Our program success is thanks to these three principles.

1. **Annual goals** – All staff are provided annual goals that are mutually developed to stimulate individual growth. Emphasis is placed on experience, education and certification that will expand capabilities and advance their careers, while also benefiting the company.
2. **Feedback and coaching** - Over time, the complications of life can obscure our view of the goals we have laid out for ourselves. Metrix leadership keeps a watchful eye in the field and in the office to provide consistent feedback on positive growth, and offer coaching whenever needed. This recognition has proven to reinforce the passion our employees have to better themselves and our company.
3. **Recognition** - We go to great lengths to recognize our employees for their achievements. With annual goals and continuous feedback from our clients and trade partners we recognize our team, follow through with our promises and expect the same from our employees.



Key Personnel and Ability to Respond

Metrix and its subconsultants Ground Engineering, Matrix Design Group, and Smokey Hill Engineering are prepared and capable of providing all requested scope of work.

	Metrix Inspection Group	GROUND Engineering	Matrix Design Group	Smokey Hill Engineering
Main Contact & Title	Riley Rukavina, Director of Technical Services	Tim Luscombe, Project Executive	Jamie Price, Senior Project Advisor	Demeke Ashebo, Founder & Principal
Contact Information	Rrukavina@metrixig.com (720) 404-8216	tim.luscombe@grounding.com	Jamie.price@matrixdesigngroup.com (303) 883-9416	dashebo@smokyhilleng.com (720) 301-9423
Local Office Address	2499 Washington St. Denver CO 80205	7393 Dahlia St. Commerce City, CO 80022	707 17 th St. Suite 3150 Denver, CO 80202	6105 S Main St. Suite 200 Aurora, CO 80016
Website	Metrixig.com	Groundeng.com	Matrixdesigngroup.com	Smokyhilleng.com
Total Staff	10	181	150+	8
Staff at Local Office	5	70	60	6
Professionals	3	5	53	6
Support Personnel	2	2	7	2

GROUND Engineering Consultants provides a full range of geotechnical engineering services for design, engineering, and construction in both the public and private sector. Ground Engineering is supporting Metrix by providing their excellent roster for supplemental inspection staffing. The resources and experience of such a well-established company will prove to be a winning combination with our logistical strategies.



Matrix Design Group, Inc. (Matrix) is an award-winning, interdisciplinary firm providing professional planning, engineering, consulting, environmental, and program management for both the public and private sectors. Matrix's broad expertise in planning and engineering services is supported and enhanced by our in-house GIS Center of Excellence.



Smoky Hill Engineering, LLC, is a Colorado-based Civil and Structural Engineering Consulting Company. Their proposed role in partnership with Metrix Inspection Group, is to provide supplemental inspection staff and engineering services for define and design phase consulting requests.

With every task order submitted by DEN, our team will launch a carefully developed process starting with an internal pre-construction meeting conducted by the PPM. Being the client's primary point of contact for the DEN Project management, the PPM will disseminate necessary information to the executive leadership of all subconsultants. Inspectors and support staff with credentials required for the project will be listed from each team and subsequently chosen to best fulfill project needs. Project specific organizational chart with chosen personnel and financial deliverables will be presented to DEN for approval, after alterations and approval is complete, mobilization will begin.

Each Metrix staff position is summarized below. Our staffing strategy is to utilize a highly experienced project leadership team to provide dedicated program staff that can deliver first-class quality assurance services. Program staff will support three main operating functions: task order management, technical support, and field observation. Strong communication with the DEN Project Management team is also critically important for program success. This responsibility will be shared across the project leadership team and led by the Principal Project Manager.

Principle Project Manager - The Principal Project Manager (PPM) is responsible for the overall coordination and completion of QA service task orders. The PPM reports directly to the Client Executive and has direct accountability for meeting all contractual requirements through the effective management of program delivery and support staff. The PPM will work closely with the Senior Director and/or an appointee to meet project objectives and implement solutions that achieve those goals. The Senior Project Advisor will accompany the PPM to provide technical assistance in scope of work modifications, problem escalation/resolution, and overall client satisfaction. The combination of these individuals will assure successful delivery of QA services.

The Project Executive - The Project Executive (PE) primary focus is subconsultant business relationships and contract negotiations. With client satisfaction being the #1 goal, the PE reviews overarching project risk and navigates issue escalation/resolution. Providing direction and support of Metrix strategic initiatives including EDI plan execution and company sustainability. The PE will be a dedicated operations leader with superior program knowledge that can motivate the project team to deliver high-quality outcomes.

Senior Project Advisor - The Senior Program Advisor (SPA) provides high level technical assistance to PPM and PE. As a registered Professional Engineer in the State of Colorado, the SPA aids with strategic oversight of task order requirements and scope coverage. The SPA will develop and implement effective operating processes, staffing plans, and training programs in conjunction with PPM. Offering expert support to all project phases with proven outcomes driven management skills.



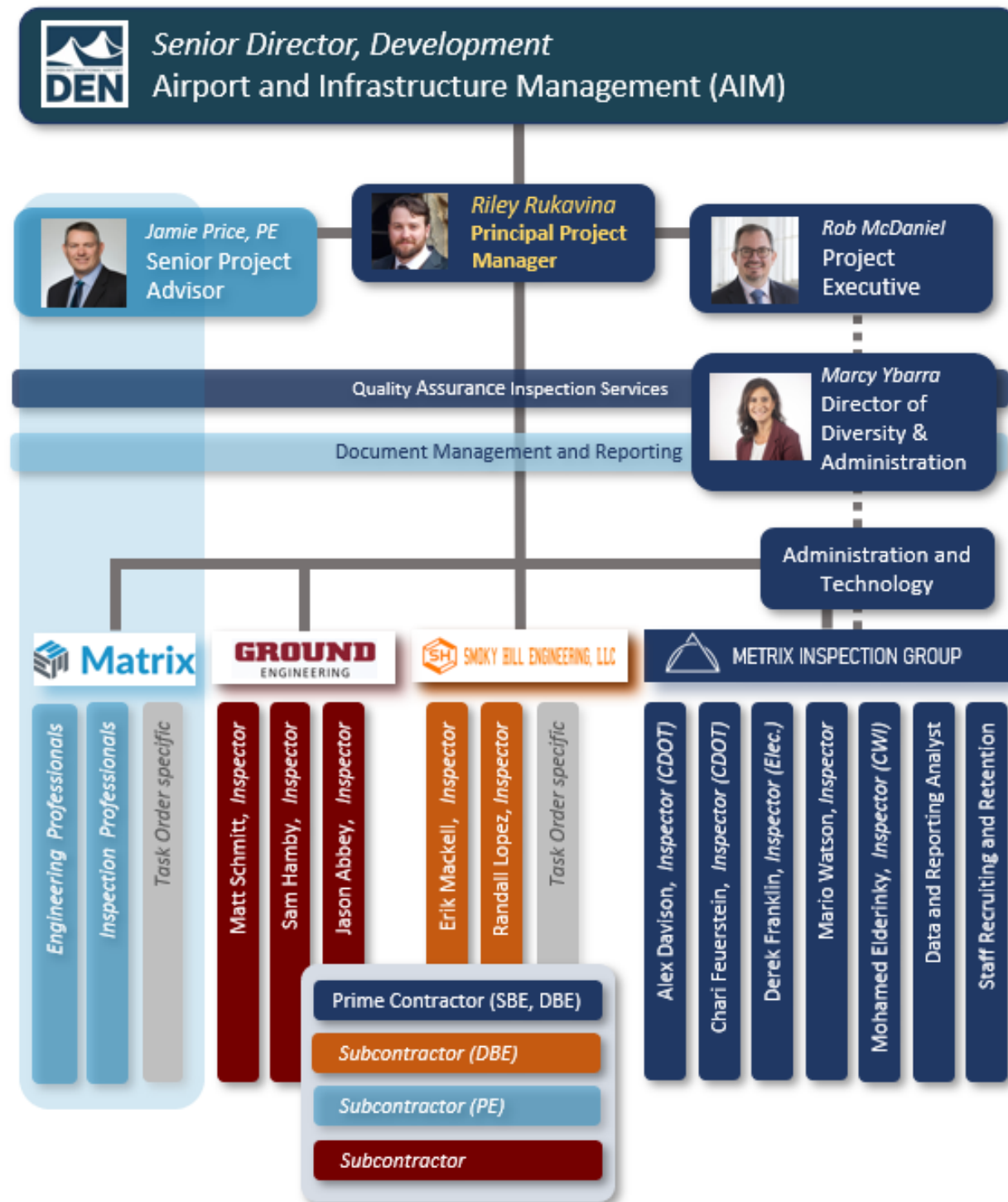
Director of Diversity and Administration - This position is responsible for developing and enforcing our company-wide diversity and inclusion programs, which ultimately is helping our organization see “differences” as assets. This role ensures accountability in recognizing and elevating cultural diversity in the organization to provide a more positive, inclusive work environment to promote growth and prosperity of our company as a whole.

This includes elevating cultural awareness, recruiting strategies to develop diverse talent pipelines, creating training and development programs, developing strategic partnerships, and ensuring community engagement. Diversity metrics and reporting will be key to this role as this position will also be responsible for assessing and updating our policies as needed.

Quality Assurance Inspector - The Quality Assurance Inspectors are the mission-critical construction professionals responsible for delivering exceptional oversight and communication to project stakeholders. Their work will be led by the project work plan and focused on delivering quality. Inspectors will have a deep understanding of project specifications, contract documents, and possess a dedication to helping DEN Project Management successfully complete construction projects. They will be experts in scope specific task order requirements and regularly communicate opportunities for program improvement to the leadership team. Attached resumes include:

Name	Title	Organization
Rob McDaniel	Project Executive	Metrix Inspection Group
Riley Rukavina	Principal Project Manager	Metrix Inspection Group
Marcy Garcia-Ybarra	Director of Diversity & Administration	Metrix Inspection Group
James Martino	Primary Advisor	Metrix Inspection Group
Alex Davison	Inspector (CDOT)	Metrix Inspection Group
Charese Feuerstein	Inspector (CDOT)	Metrix Inspection Group
Mario Watson	Inspector	Metrix Inspection Group
Mohamed Elderinky	Inspector (CWI)	Metrix Inspection Group
Derek Franklin	Inspector (Elec.)	Metrix Inspection Group
Jamie Price	Senior Project Advisor	Matrix Design Group
Sam Hamby	Inspector	Ground Engineering
Matt Schmitt	Inspector	Ground Engineering
Jason Abbey	Inspector	Ground Engineering
Demeke Ashebo	Project Principal	Smoky Hill Engineering
Erik Mackell	Inspector	Smoky Hill Engineering
Randall Lopez	Inspector	Smoky Hill Engineering

The organizational chart below details our proposed structure for the delivery of quality assurance services to DEN.





Company Experience and Qualifications

Metrix Inspection Group

Rob McDaniel, Principal 2499 Washington St
 (303) 223-0291 Denver CO 80205
 Rob@metrixig.com www.metrixig.com

METRIX
 INSPECTION GROUP

Escalator Replacement, Concourse C (2015-2016)

Denver International Airport
 City and County of Denver Department of Aviation
 Contract Value: \$430,000
 Jamie Price (303) 572-0200, *Parsons Brinkerhoff*

Partnering with Parsons Brinkerhoff, Metrix performed Airport Infrastructure Management with Quality Assurance and Special Inspections. Providing our professional judgment and expertise to determine if the work we observe was consistent with the manufacturer's requirements, industry standards, and the construction documents. Fulltime oversight of construction operations included vigilant review of required safety and security measures. Logistical challenges arose from monitoring construction progress across various trades and locations. Constant familiarization with submittals, shop drawings, RFIs, and project documents produced accurate record keeping and consistent communication with contractor leadership resulted in successful tracking of daily progress. Our team performed all close out tasks to assure punch list items were resolved and all permits closed. Our consistent performance resulted in successful project completion. 100% of contracted work was self-performed.



DEN Great Hall Project Phase 1 (2019-2021)

Denver International Airport
 City and County of Denver Department of Aviation
 Contract Value: \$350,000
 Ian McCucker (720) 592-2000, *Hensel Phelps*



Metrix partnered with Hensel Phelps to provide Quality Control services. Our staff brought inspection expertise to the contractor, improving oversight and documentation. Completing/tracking Special Inspection and municipal requirements to close +200 permits proved to be a challenge. Implementation of logistical strategies for build sequencing was described as “instrumental in completing a very difficult portion of work” by Special Projects Manager, Larry Larson. Focusing on dependable communication with DEN project management, QA inspectors and CCD municipal inspectors, to assure construction progress was documented as required. Daily review of submittals, shop drawings, RFIs, and project documents coupled with pre-inspection of completed items drastically increased rates of successful inspection. Understanding the nuance of building at DEN, fulfilling code requirements, ASTM testing, and closure of permits proved invaluable to the project. 100% of contracted work was self-performed. With our help, Hensel Phelps met every project milestone on schedule and under budget.



DEN Great Hall Project Phase 2 (2021-2023)

Denver International Airport

City and County of Denver Department of Aviation

Contract Value: \$260,000

Tyler Tubbs (320) 287-1068, *Hensel Phelps*



passengers has posed many challenges. Strict adherence to AHJs and careful supervision of interior material transportation has resulted in safe environment. Serving as the Project’s main point of contract on all matters pertaining to quality control. 100% of contracted work is being self-performed. The Phase 2 project is currently on schedule and preparing for upcoming expansion of scope.

With our success in the completion of the phase 1 project. Metrix was invited to continue Quality Control Services in Phase 2 with Hensel Phelps. We are currently overseeing night shift operations. Directing the publication, submittal, implementation, and review of the Hensel Phelps Builders Great Hall Quality Control Plan. Overseeing the Project’s testing requirements. Operating a large-scale remodeling project amongst an active population of airport

**DEN Great Hall Project Phase 2 MODW Escalator Buildout (2022)**

Denver International Airport

City and County of Denver Department of Aviation

Contract Value: \$182,000

Jasmine Solis (720) 936-8945, *SkyBlue Builders*

Partnering with Sky Blue Builders, Metrix is providing Quality Control Management for the escalator improvements of the Great Hall Project Phase 2. We are currently overseeing night shift operations. Directing the publication, submittal, implementation, and review of the SkyBlue Builders Great Hall MOD2W Quality Control Plan. Overseeing the Project's testing requirements. Servicing at the Project's main point of contract on all matters pertaining to quality control. Due to the high-risk slab demolition, our teams review of submittals and safety procedures has been instrumental in the project goals being met per plan and with zero injury. 100% of contracted work is being self-performed. The Phase 2 MODW Escalator Buildout project is currently on schedule and under budget.

Smokey Hill Engineering, LLC.

Demeke Ashebo, Founder & Principal
(720) 301-9423

Dashebo@smokyhilleng.com

6105 S Main St, Suite 200
Aurora, CO 80016

<https://www.smokyhilleng.com/>



DEN B-East Concourse Expansion Program (October 2019-current)

Denver International Airport

Contract Value: \$210,000

Prime Contractor: Holder FCI, A Joint Venture Holder-FCI, A Joint Venture

Jonathan Tribo (281) 989-5133

The DEN B-East Concourse Expansion Program will increase DEN's gate capacity to accommodate airline expansion and annual traffic increases. Concourse B-East is approximately 135,000 square feet of new construction and will add 12 new gates. The project includes both airfield and building construction. The total construction value of the project is \$300+. Smoky Hill Engineering's contract value as of December 2021 is \$210,000.00 and will increase as the work is ongoing.





DEN C-East Concourse Expansion Program (October 2019-current)

Denver International Airport

Contract Value: \$490,000

Prime Contractor: Holder FCI, A Joint Venture Holder-FCI, A Joint Venture

Jonathan Tribo (281) 989-5133



The DEN C-East Concourse Expansion Program will increase DEN's gate capacity to accommodate airline expansion and annual traffic increases. Concourse C-East is approximately 530,000 square feet of new construction and will add 16 new gates. The project includes both airfield and building constructions. The total construction value of the project is \$700+. Smoky Hill Engineering's contract value as of December 2021 is \$490,000.00 and is anticipated to increase as the work is ongoing.

DEN Great Hall Expansion (October 2019-current)

Denver International Airport

Contract Value: \$41,000

Prime Contractor: Stantec

Kris Neukirch AIA, LEED AP BD&C (303) 575-8617

The DEN Great Hall Project focuses on renovating the Denver International Airport terminal. Smoky Hill Engineering is serving the project as a QA peer review for the structural engineering scope of work under the Denver International Airport Contract PLANE-201839412-00, Task Order 3. The total construction value of the project is \$500+. Smoky Hill Engineering's contract value as of December 2021 is \$41,000.00 and is anticipated to increase as the work is ongoing.

Ground Engineering Consultants, Inc.

Tim Luscombe, P.E.

P.E.tim.luscombe@groundeng.com

7393 Dahlia Street

Commerce City, CO 80022

<https://www.groundeng.com/>



US 36 Manages Lanes Design-Build, Phases 1 & 2 (2012 – 2016)

Denver, Federal Heights, Westminster, Broomfield, Louisville, Superior, & Boulder

Construction Value: \$600 million

David Merenich, P.E., CDOT Region 1 (720) 933-5755

These combined US 36 Managed Lanes phases were delivered as a Design-Build that fully reconstructed the existing US 36 highway corridor from Denver to Boulder, also adding managed lanes for almost 20 miles. Construction was a multi-year phased approach and GROUND provided numerous services from the project's inception. GROUND had over 30 employees working on-site, with 10+ subconsultants helping oversee this work.

The projects featured almost every transportation element known during this full highway reconstruction, while connecting to an existing network of roadways, trails, and sidewalks owned by multiple municipalities and agencies to include access control, new grade separations, new interchanges, new intersections, main line lanes, auxiliary lanes, ramps, replacement of bridges, major drainage structures, water quality, noise barriers, ITS elements, tolling equipment, and new multiuse trails.



The GROUND team provided civil inspection services, quality assurance materials testing services, quality management, on-site laboratory services, and quality control review services; together requiring 24/7 in-house staffing. Civil inspection task items included, but are not limited to: utility inspection, traffic control review, erosion control, drainage improvements, earthwork grade and slope confirmation, storm-water management, barrier / guard rail inspections, structural concrete form inspections, slip form concrete barrier inspections, pavement marking inspections, drilled pier and pile inspections, PCCP inspections, HMA/SMA inspections, traffic signage inspections, topsoil/seeding/mulch/landscape inspections, and bridge girder casting and erection inspections. Additional inspector duties also included confirmation of material sources, monitoring contractor work, tracking of material quantities, review means and methods of the contractor, construction per project plans and specifications, daily reporting, and documentation (including CDOT documentation), non-compliance reports, meetings, punch lists, and project closeouts.

Project challenges included project coordination among the two General Contractors that made up the Joint Venture Construction Team. Meeting with the contractors on a daily basis was crucial to identify lastminute schedule changes. GROUND staff also provided extensive coordination between the Owner and the contractor team to promote communication and transparency in decision-making.

I-70 & Central Park Boulevard Interchange Design-Build

Denver Colorado

Contract Value: \$1 million; Construction Value: \$33 million

Steve Coggins, Project Director – City & County of Denver (303) 550-9030

GROUND performed quality assurance and quality control inspection and materials testing services for the design-build construction of I-70 and Central Park Boulevard Interchange in Denver, Colorado. The new \$33 million diamond interchange encompasses multiple bridge structures including a six-lane structure over I-70 and ramp bridge structures. Ramps extended to eastbound and westbound I-70, and westbound and eastbound to I-270. I-70 milling, and asphalt overlay was completed through the alignment of the project. Drainage and utility infrastructure improvements were also completed. In addition, monthly quality control inspection audits were conducted.



GROUND and the contractor developed a quality assurance and quality control program for each work element. Under the program, GROUND provided quality assurance inspection, testing and sampling as well as quality control testing. As part of the agreement between stakeholders including CDOT Region 1 (formerly Region 6), City and County of Denver and SEMA Construction, quality assurance inspection testing and sampling were completed in accordance with the CDOT Field Materials Manual's Quality

Assurance Schedule for Sampling and Testing. Quality control testing was completed at twice the frequency recommended by the Field Materials Manual. Representatives of GROUND provided quality control supervision, on-site quality acceptance and control testing, as well as inspection of soils, structural fill, aggregate base course, asphalt, and concrete. Inspection also addressed major bridge components including reinforcing steel, drilled piers, secant wall construction, precast plant inspection and testing for girders, drilled piles, prestressed girder erection, bearing device placement and mechanically stabilized earth walls. In addition, GROUND provided pile dynamic analysis, CAPWAP and WEAP analysis in support of pile installation.

During the design phase, we provided existing pavement thickness data using our ground penetrating radar (GPR), to determine if the existing shoulder and median pavement thicknesses were adequate to facilitate the anticipated traffic loading once traffic was placed onto final alignment. We used a mini-GPR to confirm minimum concrete cover for reinforcing steel on wing walls and abutments to mitigate costs and schedule impacts of destructive testing. We used 3-D mapping of the concrete pavement joints for joint scoring where the dowel and rebar placement raised concerns.

Project challenges arose with the construction of the abutment secant walls and wet utility work, the surprisingly high-water table created constructability issues. This led to the use of different materials and means of backfill and stabilization of the base of fill in lieu of an extensive dewatering process.

Brighton Boulevard – 44th to Race Court

City & County of Denver, Colorado

Construction Value: \$29 million

Austin Konkel, Hamon Infrastructure (303) 472-6296

The Brighton Boulevard – 44th to Race Court project included reconstruction and widening of an existing two-lane section of roadway to a four-lane section, with the addition of sidewalks and amenity zones on both sides of the street. A two-way bicycle lane was also constructed on the west side of the road in order to make connections with 44th Street. This project also included a new single-span bridge structure (Brighton Boulevard over Race Court).

GROUND Engineering Consultants was contracted to perform civil inspection services, materials testing, special inspection services, and quality management services on all project elements. CCD, the program manager, and the general contractor required an on-site quality manager, resulting in Sam Hamby (GROUND) being appointed the project Quality Manager. GROUND's management services include completion of a quality management plan for the general contractor and administration of the quality control management plan. Duties included managing the activities of the quality team, reviewing work plans, and implementing the testing and inspection plan.



The Brighton Boulevard Viaduct projects included a multi-phased construction approach with different contractors being awarded each phase. Some of these phases of construction were run concurrently making for very tight working quarters within city limits. This made for little working space, close proximity to working businesses, pedestrian traffic, multiple projects running concurrently with abutting construction elements, and traffic control challenges. GROUND worked closely with Hamon Infrastructure, and the City and County of Denver to ensure that all elements of these projects were completed as efficiently as possible with a primary focus on safety.

Matrix Design Group, Inc.



Jamie Price, Senior Project Advisor 707 17th St, Suite 3150
(303) 883-9416 Denver, CO 80202

Jamie.price@matrixdesigngroup.com <https://www.matrixdesigngroup.com/>

DEN Real Estate Development On-Call

Denver International Airport (DEN) Real Estate

Construction Value: \$4 million

Ken Cope, Senior Vice President (303) 342-2246



Denver International Airport (DEN) is working to convert their land asset into non-airline revenue with the goal of lowering airline operating cost which impacts cost to passengers. Matrix is working with DEN Real Estate Division to develop a plan for implementation of the airport's Strategic Development Plan for five separate development nodes. Our team is providing support to develop conceptual and preliminary design to allow for implementation of the development plans. The Matrix team is working together to provide framework plans,

preliminary placemaking concepts, multimodal connectivity within the development nodes and connections to the airport facilities, and preliminary infrastructure and transportation design. The Matrix team is working with DEN to plan, provide preliminary design, cost estimates to support development and capital improvements to support development within the site.



Attachment 1 – Proposal Forms

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: Metrix Advisors, LLC (dba Metrix Inspection Group) Date: 2/11/2022

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated January 12, 2022, for RFP NO. 202161310, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: 1, 2, and 3

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: Rob McDaniel

Proposer's Business Address: 2499 N Washington St, Denver CO 80205

E-mail address: rob@metrixig.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: Rob McDanielProposer Address: 2499 N Washington St. Denver CO 80205Phone: (303) 223-0291 Fax _____Email: rob@metrixig.comFederal Identification Number: 26-4037657Principal in Charge (Name & Title): Rob McDaniel, Project ExecutiveProject Manager for this RFP (Name & Title): Riley Rukavina, Principal Project ManagerEqual Employment Opportunity Officer: Marcy Ybarra, Director of Diversity & AdministrationName(s) of Professional and Public Liability Insurance Carrier(s): Hartford Casualty Insurance Co,Preferred Consumers, Philadelphia Insurance Co, and Pinnacol Assurance**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- ☐ Sole Proprietorship
☐ Partnership
☒ Corporation

If this is a corporation, then you are the (check one):

- ☒ Subsidiary
☐ Parent Company

State of Incorporation: CO**Is this a joint venture?**

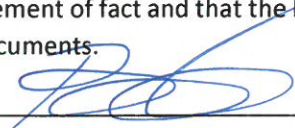
- ☐ YES
☒ NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Project ExecutivePrint Name Rob McDanielDate 02/11/2022

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Metrix Advisors, LLC (dba Metrix Inspection Group) (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/ proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Project Executive

Print Name Rob McDaniel Date 02 11 2022

If disclosure is required in accordance with III-15, please use the following space to provide information.
If additional space is needed, please attach additional pages.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO SBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. [Please check the appropriate box(es)]:

COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

☒ The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing 55%.

☒ The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to 10% Additional SBE Participation on the contract.

Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): Metrix Advisors, LLC (dba Metrix Inspection Group)

Firm's Representative: Rob McDaniel

Title: Project Executive

Signature (Firm's Representative): 

Date: 02/11/2022

Address: 2499 N Washington St.

City: Denver

State: Colorado

Zip: 80205

Phone: (303) 223-0291

Email: rob@metrixig.com



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS

City & County of Denver Contract No.: 202161310

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: Metrix Advisors, LLC (dba Metrix Inspection Group) <input type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)		
Firm's Representative: Rob McDaniel		
Signature:	Date: 2/11/2022	
Address: 2499 N Washington St		
City: Denver	State: Colorado	Zip: 80205
Phone: (303) 223-2091	Email: rob@metrixig.com	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: Smoky Hill Engineering, LLC <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)	
Firm's Representative: Demeke Ashebo	
Phone: (720) 301-9423	Email: dashebo@smokyhilleng.com
Type of Service: Civil and Structural Engineering Consulting	

Name of Firm: Ground Engineering <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Tim Luscombe	
Phone:	Email: tim.luscombe@groundeng.com
Type of Service: Geotechnical Engineering Services for Design, Engineering, and Construction	

Name of Firm: Matrix Design Group, Inc. <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Jamie Price	
Phone: (303) 883 - 9416	Email: jamie.price@matrixdesigngroup.com
Type of Service: Professional Planning, Engineering, Consulting, Environmental, and Program Management	



Attachment 2 – W9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Metrix Advisors, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 2229 Washington Street		Requester's name and address (optional)
	6 City, state, and ZIP code Denver, CO 80205		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	6								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 02-10-2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



Attachment 3 – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacol Assurance	41190	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pinnacol Assurance	41190														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Metrix Advisors LLC C/O Intandem Human Resources LLC 650 South Cherry St Suite 1221 Denver, CO 80246															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4229761	01/01/2022	01/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 80%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
X	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 1,000,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unless otherwise stated in the policy provisions, coverage in Colorado only. A waiver of subrogation applies in favor as respects workers compensation

CERTIFICATE HOLDER

 2224217
 Hensel Phelps Construction Co.
 24735 E 75th Ave
 Suite 100
 Denver, CO 80249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Associates Insurance Group

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Ahbe Group 7167 S Alton Way Centennial CO 80112-2112 INSURED Metrix Advisors LLC 2499 Washington St Denver CO 80205	CONTACT NAME: Brendan Healey PHONE (A/C, No, Ext): (303) 995-0413 FAX (A/C, No): (303) 732-6291 E-MAIL ADDRESS: Brendan@healeyins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Ins Co</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B: Preferred Consumers</td> <td style="text-align: center;">10194</td> </tr> <tr> <td>INSURER C: Philadelphia Insurance Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Ins Co	29424	INSURER B: Preferred Consumers	10194	INSURER C: Philadelphia Insurance Co	18058	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Casualty Ins Co	29424														
INSURER B: Preferred Consumers	10194														
INSURER C: Philadelphia Insurance Co	18058														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2081714801**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		34SBAPM9048	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			06414963	12/19/2021	12/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Policy Fee \$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			PHSD1536437	5/16/2021	5/16/2022	Each Claim- \$1,000,000
C	Cyber Liability			PHSD1536244	4/10/2021	4/10/2022	Each Claim- \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime policy PHSD1688808

Effective 1/21/2022-1/21/2023

\$1M each occurrence \$1M Aggregate

Protected information coverage included in cyber policy

The State of Colorado is included as an Additional Insured on the general liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

State of Colorado
 1575 Sherman Street
 Denver, CO 80203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brendan Healey/HEALEY

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Attachment 4 – EDI Survey

Reference #	14394072
Status	Complete
Business Email Address	marcy@metrixig.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation.	marcy@metrixig.com
Please provide the City Agency that is facilitating this solicitation:	Denver International Airport
Project Name	DEN Quality Assurance Services - SBE
Solicitation No. (Check Below if Not Applicable)	202161310
Name of Your Company	Metrix Advisors, LLC (dba Metrix Inspection Group)
What Industry is Your Business?	Construction/Landscape/Maintenance Services
Address	2499 Washington st
City	Denver
State	Colorado
Zip Code	80205
Business Phone Number	303-223-0291
1. How many employees does your company employ?	1-10
Number of Full Time:	3
Number of Part Time:	3
2. Do you have a Diversity and Inclusiveness Program?	Yes
2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities?	Yes
2.3. Customer Service?	No
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)	<p>Our commitment includes:</p> <ul style="list-style-type: none"> •Advancing our culture of inclusion and belonging by: <ul style="list-style-type: none"> oUnderstanding the cultural lens that influences how diverse groups may perceive business oRecognizing and appreciating differences that will bring unique perspectives and ideas to help share our organization oSeeing diversity, equity, and inclusion as connected to our mission and critical to our success oCommunicating correctly and in meaningful ways that extend a real invitation to partners oConsistently displaying inclusive leadership behaviors valuing

all perspectives and listening to diverse points of view.

- Building a diverse workforce for the future by:
 - oAttracting unique talent through competitive pay, training and support along with opportunities for growth and advancement
 - oEngaging in conscious inclusion that promotes equity
 - oCreating a safe and inclusive environment where employees can be their authentic self, free from discrimination, harassment and bullying.
- Driving innovation and business growth by:
 - oIdentifying and growing our network of people, programs and community partnerships to ensure our pipeline is representative of the diversity of our community.
 - oEncouraging employees to collaborate and make suggestions and to respect and listen to diverse opinions.
 - oAnalyze our efforts through data to objectively assess our organization's and make adjustments as necessary.

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

Yes

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

Employee Training

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

Quarterly

5.1 What percentage of the total number of employees generally participate?

N/A

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)

As a small business, we work hard to procure opportunities where we can bring our specialized skills and expertise of knowledge in quality control, quality assurance and special inspection. We partner with Prime companies who see value in our services and trust in our work.

For bids that require us to join forces with other partners, subcontractors or vendors as a value add to our services, we will be conscious of the barriers that many small businesses face.

- Metrix Inspection Group will never require a prequalification form to begin the conversation of possible partnership. Prequalification requirements are often prohibited citing not enough experience or high pricing.
- Many small firms believe they are not invited to the conversations around vision and planning around projects which places them at a disadvantage when procurements are released. We will be sure that from the very beginning, we are communicating with our small business peers to ensure we are all in the know. We will consistently network with other DBE/SBE/MWBE firms to build a system of skilled professionals so when the opportunity is presented, we are ready. We will prefer to work with other small, underutilized businesses to exceed the SBE/DBE/MWBE requirement because the journey to Diversity and Inclusion begins with the mantra that "We are successful together."

7. Do you have a diversity and inclusiveness committee?

No

7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below)

We have a dedicated special liaison to actively strive and uphold our policies. Marcy Ybarra, Administrative and Diversity Director, will ensure we communicate our vision, policies, and intent to contribute to the success of small and underutilized business and communities.

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

No

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

Yes

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

Marcy Ybarra

Today's Date

02-08-2022

Last Update

2022-02-08 14:58:39

Start Time

2022-02-08 13:47:59

Finish Time

2022-02-08 14:58:39

IP

50.250.129.197

Browser

Chrome

Device

Desktop

Referrer

https://fs7.formsite.com/CCDenver/form161/index.html



Attachment 5 – Certificate of Good Standing

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,

Metrix Advisors, LLC

is a

Limited Liability Company

formed or registered on 09/30/2020 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 20201850514 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/09/2022 that have been posted, and by documents delivered to this office electronically through 02/10/2022 @ 14:18:45 .

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 02/10/2022 @ 14:18:45 in accordance with applicable law. This certificate is assigned Confirmation Number 13786585 .



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."



Attachment 6 – Conflict of Interest Disclosure

As requested in section III-25 of RFP NO. 202161310, Metrix Advisors, LLC (dba Metrix Inspection Group) discloses the following list of contracts currently existing between Metrix and/or its subcontracting partners with the City & County of Denver.

The contract resulting from this procurement is intended as a task order-based contract. Accordingly, any conflict of interest is unclear and will depend on the assigned task orders. Based on the described services of providing quality assurance inspection personnel for use on airport roadway and airfield projects, Metrix would not assign subcontractors to fulfill task orders where a conflict of interest has been identified. As the prime contractor, Metrix' current contracts with the City and County of Denver do not overlap with the understood scope of work as described above since they are limited to interior work only with Great Hall expansion. Should any potential conflict of interest arise, Metrix would work with DEN general counsel as needed to eliminate such conflict in a timely manner.

Metrix Advisors, LLC (Current DEN Projects)

Project Name: Great Hall Project Phase 2
 Project Owner: Hensel Phelps
 Owner address: 12121 Grant St
 Thornton, CO 80241
 Owner contact: Tyler Tubbs
ttubbs@henselphelps.com
 320-287-1068
 Project Location: Denver International Airport (Jeppesen Terminal)
 Contract Amount: \$260,000
 Role on this project: Subcontractor
 Brief Description/Scope of Work: Metrix provides Hensel Phelps with Quality Control Services. We are currently overseeing night shift operations. Primarily consisting of steel erection and concrete placement. Our current focus is assuring that construction activities are being conducted per plans and specifications and providing prudent information to day shift personnel.

Project Name: Great Hall Project Phase 2 MODW Escalator Buildout
 Project Owner: SkyBlue Builders
 Owner address: 1650 Franklin St.
 Denver, CO 80218
 Owner contact: Jasmine Solis
jsolis@skybluebuilders.com
 720-936-8945
 Project Location: Denver International Airport (MOD W)
 Contract Amount: \$182,000
 Role on this project: Subcontractor
 Brief Description/Scope of Work: Partnering with Sky Blue Builders, Metrix is providing Quality Control Management for the escalator improvements of the Great Hall Project Phase 2. We are currently overseeing night shift operations. Directing the publication, submittal, implementation, and review of the SkyBlue Builders Great Hall MOD2W Quality Control Plan.

Overseeing the Project's testing requirements. Servicing at the Project's main point of contract on all matters pertaining to quality control.

Project Name: DEN Premium Value Concessions Program

Project Owner: DEN Revenue Management

Owner address: 8500 Peña Boulevard
Denver, CO 80249

Owner contact: Pamela Dechant
Pamela.Dechant@flydenver.com
720-480-6342

Project Location: Denver International Airport

Contract Amount: \$1,727,000

Role on this project: Prime

Brief Description/Scope of Work: Metrix Advisors, LLC was tasked with implement DEN airport Rule 45 to evaluate the performance of DEN concessions and generate the prescribed performance scorecard. Work included data collection and analysis, subcontracting with a mystery shopping firm to evaluate concessions customer service, and ongoing outreach to concessionaires. The program was put on indefinite hold due to the COVID pandemic, but the contract is still in place.

Ground Engineering Consultants Inc (Current DEN Projects)

Project Name: 2021 Annual Airfield Pavement Rehabilitation (AAPR)

Project Owner: Denver International Airport

Owner address: 8500 Peña Boulevard
Denver, CO 80249

Owner contact person w/email and phone number:
Terry Seifert
Terry.Seifert@flydenver.com
303-475-2484

Project Location: Denver International Airport – Denver, Colorado

Contract Amount: \$3,578,437

Role on this project: Subcontractor

Brief Description/Scope of Work: Quality Assurance Materials Testing services for 7 phases of construction work in rehabilitation efforts to various runway locations. Testing included: asphalt and concrete testing with associated laboratory testing services.

Project Name: Runway 16L/34R and Taxiway Z Complex Pavement and Lighting Rehabilitation

Project Owner: Denver International Airport

Owner address: 8500 Peña Boulevard
Denver, CO 80249

Owner contact: Irene St. Martin (Chhor)
Irene.Chhor@flydenver.com
970-405-3173

Project Location: Denver International Airport – Runway 16L / 34R
Contract Amount: \$23,555,608
Role on this project: Subcontractor under DEN QA Materials Testing Contract
Brief Description/Scope of Work: Quality Assurance Materials Testing services including earthwork testing, concrete, asphalt, and chemically treated subgrade, with associated laboratory testing services.

Project Name: 2021 Annual Landslide Pavement Rehab - ALPR
Project Owner: Denver International Airport
Owner address: 8500 Peña Boulevard
Denver, CO 80249
Owner contact: Bryan St. Martin
Bryan.St.Martin@flydenver.com
970-397-4086

Project Location: Denver International Airport
Contract Amount: \$2,408,648
Role on this project: Subcontractor under DEN QA Materials Testing Contract
Brief Description/Scope of Work: Materials Testing services including earthwork testing, concrete, and asphalt testing, with associated laboratory testing services.

Project Name: Pena Boulevard Construction
Project Owner: Denver International Airport
Owner address: 8500 Peña Boulevard
Denver, Colorado 80249
Owner contact: Christi Hurelle, P.E., CMQ/OE
Christi.Hurelle@flydenver.com
(303)-332-6403

Project Location: Peña Boulevard near Denver International Airport
Contract Amount: \$93,479,841
Role on this project: Subcontractor under DEN QA Materials Testing Contract.
Brief Description/Scope of Work: Quality Assurance Materials Testing services including earthwork testing, concrete, and asphalt testing, with associated laboratory testing services.

Project Name: 2020 Annual Airfield Pavement Rehabilitation
Project Owner: Denver International Airport
Owner address: 8500 Peña Boulevard
Denver, CO 80249
Owner contact: Terry Seifert
Terry.Siefert@flydenver.com
303-475-2484

Project Location: Denver International Airport – South Cargo and Gate A27
Contract Amount: \$3,222,100
Role on this project: Subcontractor under DEN QA Materials Testing Contract
Brief Description/Scope of Work: Quality Assurance Materials Testing services including earthwork testing, concrete, asphalt testing, and coring services, with associated laboratory testing services.

Project Name: 17R 35L Complex Runway Rehabilitation Phase 2 (20DEN-57)
Project Owner: Denver International Airport
Owner address: 8500 Peña Boulevard
Denver, CO 80249
Owner contact: Russ Smith
Russ.Smith@flydenver.com
303-342-2651
Project Location: Denver International Airport – Runway 17R-35L
Contract Amount: \$24,703,814
Role on this project: Subcontractor under DEN QA Materials Testing Contract.
Brief Description/Scope of Work: Quality Assurance Materials Testing services including earthwork testing, concrete, chemically treated subgrade, and asphalt testing, with associated laboratory testing services.

Smoky Hill Engineering LLC (Current DEN Projects)

Project Name: DEN B-East Concourses Expansion Program
Project Owner: Denver International Airport
Prime Contractor: Holder FCI, A Joint Venture
Owner address: 8500 Peña Blvd
Denver, CO 80249
Owner contact: Jonathan Tribo
281-989-5133
Project Location: 8500 Peña Blvd, Denver, CO 80249
Contract Amount: \$210,000
Role on this project: Subcontractor
Brief Description/Scope of Work: The DEN B-East Concourse Expansion Program will increase DEN's gate capacity to accommodate airline expansion and annual traffic increases. Concourse B-East is approximately 135,000 square feet of new construction and will add 12 new gates. The project includes both airfield and building construction. Provided QC services to the airfield and building constructions.

Project Name: DEN C-East Concourses Expansion Program
Project Owner: Denver International Airport
Prime Contractor: Holder FCI, A Joint Venture
Owner address: 8500 Peña Blvd
Denver, CO 80249
Owner contact: Jonathan Tribo
281-989-5133
Project Location: 8500 Peña Blvd, Denver, CO 80249
Contract Amount: \$490,000
Role on this project: Subcontractor

Brief Description/Scope of Work: The DEN C-East Concourse Expansion Program will increase DEN's gate capacity to accommodate airline expansion and annual traffic increases. Concourse C-East is approximately 530,000 square feet of new construction and will add 16 new gates. The project includes both airfield and building constructions QC services.

Project Name: DEN Great Hall Expansion
 Project Owner: Denver International Airport
 Prime Contractor: Stantec
 Owner address: 8500 Peña Blvd
 Denver, CO 80249
 Owner contact: Kris Neukirch AIA, LEED AP BD&C, Project Manager
 303-575-8617
 Project Location: 8500 Peña Blvd, Denver, CO 80249
 Contract Amount: \$41,000.00+
 Role on this project: Subcontractor

Brief Description/Scope of Work: The DEN Great Hall project focuses on renovating the Denver International Airport terminal. Smoky Hill Engineering is serving the project as a QA peer review for the structural engineering scope of work under the Denver International Airport Contract PLANE-201839412-00, Task Order 3.

Matrix Design Group, Inc. (Current DEN Projects)

Project Name: DEN Real Estate Development On-Call
 Project Owner: Denver International Airport
 Owner address: 8500 Peña Boulevard
 Denver, CO 80249
 Owner contact person w/email and phone number:
 Ken Cope, Senior Vice President
 303-342-2246
ken.cope@flydenver.com
 303-475-2484
 Project Location: Denver International Airport – Denver, Colorado
 Contract Amount: \$4,000,000
 Role on this project: Prime

Brief Description/Scope of Work: Denver International Airport (DEN) is working to convert their land asset into non-airline revenue with the goal of lowering airline operating cost which impacts cost to passengers. Matrix is working with DEN Real Estate Division to develop a plan for implementation of the airport's Strategic Development Plan for five separate development nodes. Our team is providing support to develop conceptual and preliminary design to allow for implementation of the development plans. The Matrix team is working together to provide framework plans, preliminary placemaking concepts, multimodal connectivity within the development nodes and connections to the airport facilities, and preliminary infrastructure and transportation design.



Attachment 7 – Key Personnel Resumes



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



Charese Feuerstein

Construction Inspector



Education & Professional Affiliations

AAS in Civil Engineering Technology from ACC

Professional Experience (29 years total / new hire)

CDOT- Various Locations, CO

Cheri worked for CDOT for twenty-nine years starting as a tester working up to a project manager. She has extensive knowledge in all aspects of project documentation from the field engineering processes of inspection and documentation, equal employment opportunity and compliance requirements, to materials testing and documentation processes. During the 2013 flood, she worked at the Incident Command Center setting up and checking the documentation required to meet State and Federal requirements for a federal emergency. She reviewed both project and material documentation for the Region to assure all CDOT and FHWA regulations were met.

Region 4 Materials Lab- Evans, CO

Working with CDOT R4 Local Agency (LA) handling all LA construction projects in the region, providing guidance and clarification on CDOT specifications to ensure that the LA will receive full reimbursement for their project. Reviewing CMO's and providing recommended changes. Ensure that all project and material documentation is correct, and project is properly closed out.

SRTS Thunder Valley Trail / SH52 Acceleration Lane- Various Locations, CO

Project duties were to review all project and material submittals from Contractor for acceptance. Prepared preconstruction and weekly meeting agendas, lead meetings, checked weekly schedules, checked certified payrolls and additional payroll documentation needed for compliance, inspected and measured for quantities. Assemble the pay estimate and approved the estimate for payment for the local agency. Wrote CMO's, justified prices and acquired all signatures on Form 90. Coordinated QA and IAT materials testing, filled out Form 250, and put together the material notebook. Submitted project and material documentation to CDOT for final check of project. Prepare documentation to closeout project, and complete as-built construction plans.

CERTIFICATIONS

- CDOT LIMS
- CDOT Construction Certification Program
- CDOT Traffic Control Supervisor
- CDOT Erosion Control Supervisor

CORE CAPABILITIES

- CDOT specifications
- Document control
- Compliance requirements
- State and federal regulation
- Close out / dispute analysis



Derek Franklin

Inspector (Elec.)



Education & Professional Affiliations

International Code Council

Professional Experience (25 years total / new hire)

Legacy Electric- Fort Collins, CO

Derek has mastered a variety of different disciplines including high end residential projects, multifamily buildings, large scale commercial, filling stations, natural gas/oil extraction facilities and manufacturing plants. This culminated in filling the role as the Master electrician for the Budweiser Event Center and the Larimer County Fairgrounds and Event Complex. This role was responsible for all connections/disconnections for all shows in the exhibition halls and performances at the arena as well as managing/performing electrical maintenance and installations on the grounds.

Vestas Denmark US/EU

This included working on factories under new construction and working abroad assisting in remodel/new construction in Europe. Assisting in bringing new blade manufacturing facilities online in Windsor Colorado, Daimiel Spain and upgrades to proprietary processes in Schwarze Heide Germany. These accomplishments lead to supervising manufacturing maintenance and the maintenance of the facility infrastructure as well.

SAFEBuilt- Windsor, CO

As electrical inspector for a third-party agency, Derek managed accounts for Wellington, Nunn, Pierce, Timnath, Severance, Windsor, Kersey, Evans, Centennial, Eagle, and Vail. These inspections were from underground electric to final. Some of the larger projects included water treatment plants in both Windsor and Wellington, Windsor Recreation Center complete with indoor ADA compliant aquatic facility and remodeling/additions to the Gerald R Ford Amphitheater and numerous projects at major ski resorts and seasonal housing facilities for resort employees. Also performed inspections at Kersey High School remodel and Colorado State University's parking garage adjacent to the medical building, student housing buildings south of the new stadium and the stadium itself.

CERTIFICATIONS

- Master Electrician
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Commercial Electrical Inspector

CORE CAPABILITIES

- Electrical code
- Combination inspection
- Testing instruments
- Electrical systems and controls
- Safety oversight



James Martino

Primary Advisor



Education & Professional Affiliations

International Code Council

Professional Experience (10 years total / 6 years with Metrix)

James is a Class A General Contractor, holds a 30-hour OSHA Construction card, is a Certified Building Official and holds over 20 International Code Council Certifications including the designation of Master Code Professional. Master Code Professional (MCP) is the highest level of certification the International Code Council offers.

James Martino has served as a Building Official for a rapidly developing municipality where he was responsible for the management of a staff of permitting, plan review, code interpretation and inspection services for: 5,000+ permits annually including single family homes, multi-Family, commercial, retail, industrial space, and mixed-use buildings. He was also responsible for the oversight of capital improvement projects such as a Municipal Building Addition, Adjoining Community Park renovation and completion of a new fire station. He has been involved in projects at DEN to include. International Gate Conversion: Concourse A, North Bank Escalator Replacement: Concourse C.

As Primary Advisor, he is dedicated to project compliance and advancement. James’ commitment to understanding and implementing building code is evident across his entire career. James brings pragmatism, strong communication skills and direct municipal building department experience to projects with a keen eye towards deadlines, milestones and developing positive communication channels. James has been on every side of the building process and utilizes that knowledge in his engagements with stakeholders.

CERTIFICATIONS

- ICC Certified Building Official
- ICC Master Code Professional
- ICC Class A General Contractor
- ICC Commercial Plans Examiner
- ICC Fire Inspector I & II
- NFPA 472 HAZMAT Awareness

CORE CAPABILITIES

- Permitting
- Combination inspection
- ADA compliance
- Code consulting
- Project management



Marcy Garcia-Ybarra

Director of Diversity & Administration



Education & Professional Affiliations

BA in Finance, Metro State, Denver CO

Professional Experience (15 years total / 2 years with Metrix)

Marcy Ybarra is a marketing and business professional with over 15 years' experience in cultural research and insights. Before joining Metrix Inspection Group, Marcy was with Street Source Marketing, a strategic marketing and branding agency with multicultural expertise that provided clients with solutions driven by strong consumer insights.

In her role, she assisted in creating the analytical approach and methodology and conducted qualitative focus groups with multicultural consumers (Hispanic and African American) across a number of brands and has successfully conducted listening and strategic sessions with executives in both the private and public sectors. To that end, she has consulted with major corporations, and city and government agencies in the education, planning and execution of multicultural initiatives that included the creation of cultural narratives – *or stories* – that uncover the value systems in a particular group. In addition, Marcy worked with private corporation, such as Brown Forman, to develop multicultural councils in each of the six national sales divisions which was a first for their company. It is with these efforts that improved company performance and increased cultural literacy within organizations.

In the airport space, she was part of the team that devised the strategy for the DEN Commerce HUB to identify barriers that small and minority business owners experience in their efforts to do business with Denver International Airport and provided recommendations for improvement. The exhaustive report was presented to the CEO and executive team that provided them with key strategic insights and allowed them to make decisions on improvements that significantly improved opportunities for small and minority business owners that will help increase their ability to succeed at DEN.

It is this experience that laid the foundation for Marcy's passion in helping other small and minority business. At Metrix Inspection Group, Marcy will be bringing the same knowledge and interest and incorporate these insights into our Diversity and Inclusion program, that will assist in the recruitment, retention and ultimately success of our employees, vendors, and partners.

LIST OF CLIENTS

- Western Union
- Coors Brewing Company
- Comcast
- Denver Health
- Denver International Airport
- Seattle-Tacoma International Airport
- AMAC Foundation

CORE CAPABILITIES

- Team leadership
- Recruitment
- Research and Insights
- Community outreach
- Employee mentorship



Mario Watson

Construction Inspector



Education & Professional Affiliations

Bachelor’s in business management, MSU of Denver

Professional Experience (7 years total / new hire)

Central I-70 Denver, CO

As a quality control inspector conducted soil testing for eastern lane widening subgrade and sub-base material, embankment fill, observations for storm drain installations and worked directly with contractors. Conducted asphalt testing and mass grading observations with 5 inspectors as well quality assurance inspectors. Submitted daily field reports to the general contractor that list activities completed for each area of observations. Work directly with CDOT engineers to verify acceptance of construction materials and applications of material.

Platt Park Residences (The Henry) Denver, CO

As IOR (inspector of record) conducted native soil testing for building pads, reinforcing steel inspection that include inspection of post tension tendon installation as well as tendon elongation measurements and observation. Observed utility installation for City of Denver utility tie-ins. Maintain accurate and current daily reports. Attended per-construction meetings to complete construction deadlines.

CoLab Apartments- Denver, CO

As IOR, Mario conducted soil explorations, drilled borings, and soil classification analysis for foundation work. During the foundation phase I conducted drilled pier observations that included concrete testing and reinforcement inspections maintaining an accurate drilled pier log and coordinated results directly to the general contractor. Maintain post tension stressing logs, completed utility installation observation for both private and public sections, provided soil compaction for foundation slab on grade, and completed RFI request.

CERTIFICATIONS

- WAQTC
- ICC Reinforced Concrete Inspector
- ICC Structural Masonry Inspector
- ACI Concrete Testing Technician
- PTI Level 1 & 2-Post Tension Institute for Unbonded Tendons

CORE CAPABILITIES

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



Mohamed Elderinky

Construction Inspector CWI



Education & Professional Affiliations

Suez University, BS in metallurgical engineering

Professional Experience (20 years total / new hire)

RHIP plot development project- Muscat, OM

As Sr. QA Engineer, Mohamed Steered the RABAB-HARWEEL, OMAN-construction services for the RHIP plot development project. Led the welding operations of the Sadara Hydrogen Peroxide Plant Project through Dow chemical company for the JACOBS Company in KSA involving assembly and installation of piping, fabrication, and erection of Storage Tanks, as well as Piping. Leveraged in-depth industry acumen while training associates on correct welding procedures and introducing new welding techniques. Elaborately checked and verified material certificates (composition, type, and condition), welder qualification performance certificates/ID, and consumer certification together with evaluating the quality and strength of completed welds.

SALOF LTD- Greeley, CO

As QC Welding Inspector / Sr. QA/QC Engineer, Mohamed Directed overall welding operations while maintaining the company's quality control standards to ensure the highest quality in relation to codes, contract specifications, welding procedures, and qualifications. Accurately verified all welding equipment including weld preparation, geometry, and process while adhering to applicable codes and standards operating procedures. Mohamed Defined material/consumable control requirements to create and implement weld inspection quality assurance plans which led to improvement in the repairing process.

CONSOLIDATED CONTRACTORS INTERNATIONAL COMPANY – Abu Dhabi, UAE

As Sr. QA/QC Engineer / Welding Inspector, Mohamed oversaw and executed the quality control welding inspection activities with a focus on ensuring the welded assemblies are completed in compliance with the requirements of applicable specifications and codes. Collected and compiled reports of in-process and final inspection data for quality assurance and production control. Efficiently uncovered and repaired potential leaks, corrosion, and structural failures by utilizing a variety of measurement tools. Self-performed pre- and post-welding inspection concerning the review of standards and codes.

CERTIFICATIONS

- CWI Certified- American Welding Society
- TWI, Certified Senior Welding Inspector
- American Petroleum Institute (API)
- ASNT-NDT Level II
- OSHA 30
- First Aid

CORE CAPABILITIES

- Welding techniques
- Regulatory compliance
- Non-destructive testing
- WPS, WQTR, and QPR analysis
- ASTM testing procedures
- Testing equipment



Riley Rukavina

Principal Project Manager



Education & Professional Affiliations

Voting Member of the International Firestop Council
ICC Preferred Provider
Green Mountain High School Graduate

Professional Experience

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 Aroua 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



Rob McDaniel

Project Executive



Education & Professional Affiliations

Bachelors from the University of Colorado, Boulder
MBA from the University of North Carolina at Chapel Hill

Professional Experience

Rob McDaniel founded Metrix Companies in 2009 and currently serves as the company's President and CEO. The Metrix family of companies are focused on delivering data-driven business solutions that help clients implement public programs in an innovative and cost-effective manner. Since its founding Metrix has grown to serve state and local government clients across the United States in sectors ranging from transportation to education.

Prior to founding Metrix Companies, Rob was Vice President of Corporate Growth at Policy Studies Incorporated, a leading provider of outsourced services to state and local governments. In this role, Rob held executive oversight for business activities totaling more than \$200 million in revenue. Rob's diverse background includes financial leadership roles with Trimble Navigation and Hewlett-Packard, where he worked on the divestiture and subsequent IPO of Agilent Technologies. Early in his career, Rob also worked as an economic developer for the state of Colorado.

Rob is a Colorado native and earned his bachelor's degree from the University of Colorado at Boulder, where he was a GTE Scholar, and his MBA from the University of North Carolina at Chapel Hill where he received a CGSM Fellowship.

Rob is a graduate of Leadership Denver and has been actively involved in a variety of civic activities ranging from the Board of Directors of Pinnacle Assurance, where he led the investment committee with oversight responsibility over a \$2 billion portfolio, to serving as a Board Trustee for the Clyfford Still Museum.

Rob lives in Denver's Park Hill neighborhood with his wife and two sons.



SMOKY HILL ENGINEERING, LLC

DEMEKE ASHEBO
Ph.D., PE
PROJECT PRINCIPAL

Demeke has a wealth of experience spanning over 20 years in diverse industries, including aviation, transportation, and industrial projects. With his dexterity in civil and structural engineering, Demeke exhibits responsiveness and a strong desire to meet clients' expectations right from the pre-design site selection process through to the completion stages of their projects. Demeke has worked with leading global companies such as Boeing, Gannett Fleming Inc, Kiewit Infrastructure Engineers, Abengoa, and Quanta Services, held senior engineering positions, and contributed immensely to the growth of these organizations. Demeke served as a structural engineer at *Phoenix Sky Harbor International Airport (PHX)*, responsible for developing concepts and details and performing design calculations for the preliminary and final design of elevated guideways and passenger terminals for the PHX Sky Train system.

Demeke is a consultant to Holder FCI Joint Venture and supporting the Holder FCI Joint Venture QC effort in the *Denver International Airport (DIA)*, Concourses B-East, and C-East Expansions Projects. Demeke's responsibilities include reviewing design drawings and specifications, producing checklists for daily inspections, and reviewing third-party inspections and test reports. Demeke supported and advised the Holder FCI team with engineering and code review and collaborated with the team on the process improvement to streamline the quality control practice.

In addition to this, Demeke is working as structural engineering QA consultant under the Stantec design team for the DEN Great Hall Project.

RELEVANT EXPERIENCE:

- › Two years, City and County of Denver, DIA, consultant to Concourses B-East and C-East Expansions Projects. Consultant to the DEN Great Hall Project.
- › 20 years of experience delivering projects, planning, design & construction.
- › Experience working on airport projects and coordinating with various engineering disciplines, owners, PMT, and contractors.



**B.S. Civil Engineering,
Addis Ababa University**

**M.S. Structural
Engineering, Hohai
University**

**Ph.D., Civil
Engineering, The Hong
Kong Polytechnic
University**

**Professional Engineer
State of Colorado**



SMOKY HILL ENGINEERING, LLC

Erik Mackell - Inspector

As QC Field Engineer, Erik performs field inspections for the Denver International Airport expansion project to confirm all building aspects follow design specifications, drawing details, and adhere to OSHA & ASTM regulations. He is the lead HFJV quality control representative for all civil related work, including reviewing contractor submittals for adherence to project specifications, tracking and submitting RFIs & deficiencies for addressing field questions and concerns to maintain continuous project progress, and writing daily technical reports to document work practices performed by contractors as part of the QC/QA process. Erik's previous commissioning experience with facility water reclamation processes, MEP equipment, PLC communication protocols, and electrical control panel wiring has allowed him to assist the HFJV team with reviewing interior building finishes, MEP device locations, and electrical drawings for the commissioning process of the B-East Concourse. Erik earned his engineering degree from Colorado State University and is experienced with projects across the United States and Canada.



RELEVANT PROJECT EXPERIENCE:

Quality Control:

DIA Expansion Project B-East November 2020 – Present
\$700M+

DIA Expansion Project C-East July 2020 - November 2020
\$300M+

Commissioning:

OrganiGram Holdings – Moncton, New Brunswick Canada
\$900M

Cronos Group, Peace Naturals – Blue Mountains, Ontario Canada
\$400M

AtlantiCann Medical Industries – Halifax, Nova Scotia Canada
\$250M

Fluresh – Grand Rapids, Michigan
\$200M

Kings Garden – Palm Springs, California
\$200M

Cresco Labs – Multiple Facilities, including Pennsylvania and Ohio
\$100M

Green Peak Industries – Dimondale, Michigan
\$75M

Happy Valley – Gloucester, Massachusetts
\$40M

W Vapes – Las Vegas, Nevada
\$20M

EXPERIENCE:

3 Years

EDUCATION & LICENSES:

B.S., Chemical Engineering





SMOKY HILL ENGINEERING, LLC

RANDALL LOPEZ EIT, INSPECTOR

Randall is knowledgeable in Steel Design, Timber Design, and Reinforced Concrete Design. He has submitted numerous designs under the supervision of a Licensed Colorado Engineer. Responsible for the formation of design documents, Randall has proven through his relentless curiosity and determination to be a valuable tool in Smoky Hill Engineering's arsenal. With his attention to detail and problem-solving skills, clients are guaranteed the timely delivery of effective solutions.



B.S. Civil Engineering,
Auburn University

Engineer Intern
State of Colorado

RELEVANT EXPERIENCE:

- › Worked at DEN B-East and C-East Concourse Expansion projects as a QA/QC analyst providing detailed reports of scopes of work and their conformance to specifications.
- › Working as structural engineering QA consultant under the Stantec design team for the DEN Great Hall Project
- › Experienced with working closely with design engineers and contractors to facilitate rapid turn-around of various field obstacles.
- › Experience working on airport projects and coordinating with various engineering disciplines, owners, PMT, and contractors.



James L. Price, PE

Senior Project Advisor

Areas of Expertise

Aviation/Transit
Public Works
Infrastructure Master Planning
Cost Estimates/Modeling
Transportation
Municipal Consulting
Urban Regeneration
Alternative Delivery
Special District Formation
Project/Construction Management

Education

M.S. – Civil Engineering, University of California, Irvine, 1994
B.S. – Civil Engineering, Colorado School of Mines, 1990

Professional Registrations / Affiliations

California Registered Professional Engineer, License No. 51776
Colorado Registered Professional Engineer, License No. 30056

Jamie is an executive vice president with over 31-years of experience with an extensive background in transportation, public works, aviation, transit, urban regeneration, and local municipal consulting. His experience includes progressive planning, design, technical and project management responsibilities on a wide variety of projects types and sizes, including large-scale public works projects, municipal capital improvement programs and redevelopment projects.

Jamie has extensive experience in providing program management, infrastructure master planning, and cost estimating/modeling services for clients on large-scale development and infrastructure improvement projects. His program management experience includes scope, schedule and cost development/controls and detailed cost estimating. His background in Construction Management includes contract administration, procurement, quality control/assurance, partnering, public outreach, site operations/traffic management, change order negotiation, quantity verification, testing and pay application processing.

Relevant Experience

DEN Capital Improvement Planning Advisory Services

Jamie previously served as the Project Manager for on-call Capital Improvement Programming (CIP) advisory services. Services include development of database and dashboard software tools for on-line management of the CIP planning process. The consulting CIP team included aviation, construction and financial expert/advisors who were able to support updating the airport's project evaluation and funding processes. (with previous employer)

DEN Project Management Support Services (PMSS)

Jamie previously served as the Principal in Charge for project management services. This 3-year contract including project planning and programming for new expansion projects, Asset Management, and major rehabilitation. Task orders included on-site staffing for extension of staff support services, project managers, and project controls. (with previous employer)

DEN Real Estate – Engineering On-Call

Jamie is serving as principal in charge working with DEN Real Estate Division to for implementation of the airport's Strategic Development Plan for five separate development nodes.

DEN On-Call Airside and Landside Engineering Services –

Jamie is serving as principal in charge for the recently awarded DEN Aviation on-call Airside and Landside Engineering Services (Matrix is a sub to Woopert).

GROUND

ENGINEERING

Education

- Metro State University of Denver
BS – Civil Engineering, 2018

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field-Testing Technician – Grade 1
- WAQTC Embankment and Base Testing Technician
- CAPA A/B/I
- CDOT Math / Plans / Survey
- PCCP Inspector
- CCA Traffic Control Supervisor
- CDOT Site Manager
- CDOT LIMS
- CDOT TETP

Years of Experience

6

Years with Ground

2

Years Active Military (Army)

6

Jason Abbey

Construction Inspector

Jason is a construction inspector with 2 years of experience with GROUND in construction inspection, materials testing, special inspections and civil inspections. He has performed services on many construction projects including municipal infrastructure, commercial, industrial, high-rises, land development, heavy civil infrastructure and highway work. Jason has performed field testing, special inspections, quality assurance and control inspection including:

- soils testing (field and laboratory) proof rolling inspections
- retaining wall construction testing and inspections
- concrete inspection and testing (field and laboratory) and observation
- sanitary and storm sewer pipe installation inspection
- asphalt laydown
- reinforcing steel special inspection

His responsibilities have also included staff coordination and client contact and service. Jason is familiar with Quality Assurance documentation, quantity tracking and how to interpret plans and specification.

Relevant CDOT/Local Agency Work

Douglas County Waterton Road

Jason is currently serving as the lead tester and supplemental inspector on this new roadway construction project in Douglas County. His testing responsibilities on the project have included roadway subgrade, aggregate base course and deep utilities, asphalt paving and laydown procedures, curb and gutter, sidewalk, and installation of wet utilities. In addition to his general testing activities, he is also responsible for upholding the contract documents, and tracking quantities for pay items. (11/2021-current)

CDOT US 36/ 28th to Table Mesa Drive

Jason served as an inspector on this roadway improvements project in Boulder. His inspection responsibilities on the project have included roadway subgrade and aggregate base course, asphalt paving and laydown procedures, curb and gutter, sidewalk, and installation of curb ramps in accordance with ADA standards as well as bridge deck repair. In addition to his general inspection activities, he was also responsible for upholding the contract documents, Jason also measured and tracks quantities for pay items. (2/2021 – 11/2021)

144th Avenue – Lowell to US 287 – City and County of Broomfield

Jason served as an inspector on this \$23 million reconstruction and widening of 144th Avenue in Broomfield. His inspection responsibilities on the project have included all aspects of roadway construction including wet and dry utility installation and backfill inspection including sanitary and storm sewer as well as waterline, roadway subgrade and aggregate base course, asphalt paving and laydown procedures, traffic signals, curb and gutter, sidewalk, and installation of curb ramps in accordance with ADA standards. In addition to ensuring Broomfield standards for construction are met, Jason also measured and tracks quantities for pay items. (2/2019 – 2/2021)

Land Development Projects

Big Tool Box, Parker, CO

Denver High Pointe at DIA Filing 1, Phase 1/64th Ave. waterline, Denver, CO;

Previous Experience

Hayward Baker (2011-2016) – Geotechnical Improvements Contractor



Education

- Arapahoe Community College-
AAS Business Administration
- US Navy-Gas Turbine Technician

Certifications

- Troxler Nuclear Gauge
- ACI Concrete Field Testing
Technician – Grade 1
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials
Control
- CAPA Level C – Mixture
Volumetrics and Stability
- CAPA Level I – Inspector
- CDOT Basic Highway Math
- CDOT Basic Highway Plans
Reading
- CDOT Basic Surveying
- CDOT PCCP INSPECTOR
- ICC Commercial Building
Inspector
- ICC Spray Applied Fireproofing
Special Inspector
- ICC Reinforced Concrete Special
Inspector
- WAQTC Embankment and Base
Testing Technician and
Inspector
- CDOT Transportation Erosion
Control Supervisor (TECS)

Years with Ground : 17

Matt Schmitt

Construction Inspector

Matt has over 17 years of experience in civil and special inspections, and construction materials testing. He has performed services on countless construction projects including: commercial, industrial, 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, review, and data analysis.

Relevant CDOT/Local Agency Work

US 36 Design Build Phases 1 and 2 (August 2013 – July 2016)

Matt served as a quality assurance project inspector during construction of the widening and reconstruction of US 36 from Federal Boulevard to Boulder, Colorado. This \$600M design build project included new and widened bridge structures, retaining wall systems, drainage improvements, PCCP construction, barrier / guardrail and significant traffic control challenges. Responsibilities included: earthwork grade/slope confirmation, structural concrete form inspections, traffic control and erosion control inspections, guard rail installation inspections, slip form concrete barrier inspections, pavement marking inspections, drilled pier and driven pile inspections, bridge girder casting and erection inspections, culvert and sewer inspections, concrete flatwork inspections, PCCP inspections, HMA/SMA inspections, traffic signage inspections, and topsoil, seeding, mulch and landscape inspections. Additional responsibilities were to track non-conformance items, prepare project reports, track quantities and communicate project requirements.

Denver International Airport (May 2013 – August 2013)

Matt served as an Airfield Special Inspector for concrete paving at Denver International Airport 17R-35L Runway Pavement Rehabilitation. Duties

included cement treated base, reinforcing steel placement, production, placement, finishing of PCC and infield grading and compaction. He also prepared daily inspection reports, quantity reports, and as-built reports.

Buckley AFB Aurora CO (August 2012 – May 2013)

Matt worked on numerous construction projects within Buckley AFB including the new Freight Transfer Building, Weapons Storage Building, PCCP repair and replacement for various aircraft aprons, Cold Storage Building and SMA mill and overlay for the aircraft hangers. My responsibilities included field testing for soils, concrete, HMA and SMA paving, reinforced masonry inspections and included associated laboratory testing.

Denver International Airport (June 2012 – August 2012)

Matt served as the quality control inspector for Penhall Construction during the annual concrete joint sealant replacement and spall repair project. Daily responsibilities were to provide inspections on the sealant replacement and spall repair, generate reports, as well as tracking quantities for the contractor. Inspection and quantity reports were submitted to Denver International Airport for approval and payment to the contractor.

GROUND

ENGINEERING

Education

- ASU- Del Webb school of Engineering, Structural Steel
- U of A- Geology, satellite courses
- USMC / Search and Rescue

Certifications

- Troxler Nuclear Gauge
- ACI Transportation Construction Inspector
- ACI Concrete Field Testing Technician – Grade 1
- ACI Strength
- CAPA Level A - Laydown
- CAPA Level B – Plant Materials Control
- CAPA Level E – Aggregates
- CAPA Level I – Inspector
- CDOT Basic Highway Math
- CDOT Basic Highway Plans Reading
- CDOT Basic Highway
- CDOT PCCP INSPECTOR
- Construction Surveying
- ICC Structural Masonry Special Inspector
- ICC Structural Steel & Welding Special Inspector
- ICC Reinforced Concrete Special Inspector
- WAQTC Embankment and Base Testing Technician / Inspector
- NICET Level II Transportation Engineering Technology Highway Construction
- NRMCA Concrete Plant Inspector
- CCA Design and Operation of Work Zone Traffic Control
- CDOT Transportation Erosion Control Supervisor (TECS)

Years of Experience – 40+

Years with Ground - 8

Sam Hamby

Construction Inspector

Sam is a quality manager and transportation inspector with over 40 years of experience in civil and special inspections and construction materials testing. He has performed services on countless 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.

Design Build

US 36 Design Build Phases 1 and 2 (March 2013 – July 2016)

Sam served as the quality assurance project inspector during construction of the widening and reconstruction of US 36 from Federal Boulevard to Boulder, Colorado. This \$600M design build project included new and widened bridge structures, retaining wall systems, drainage improvements, PCCP construction, barrier / guardrail and significant traffic control challenges. Sam's responsibilities on this project included earthwork grade and slope confirmation, structural concrete form inspections, traffic control and erosion control inspections, guard rail installation inspections, slip form concrete barrier inspections, pavement marking inspections, drilled pier and driven pile inspections, bridge girder casting and erection inspections, culvert and sewer inspections, concrete flatwork inspections, PCCP inspections, HMA/SMA inspections, traffic signage inspections, and topsoil, seeding, mulch and landscape inspections. Sam was responsible Generate and implement the QMP project checklists for PCCP placement, to track non-conformance items, prepare project reports, track quantities and communicate project requirements ad schedule.

Aviation

Denver International Airport (June 2012 – December 2012) (CIVIL TECHNOLOGIES / AECOM)

Sam served as an Airfield Special Inspector for concrete paving at Denver International Airport 16L-34R Runway Pavement Rehabilitation. Sam's duties include tracking removal areas, cement treated base, reinforcing steel placement, production, placement and finishing of PCC. He also prepared daily inspection reports, quantity reports, and as-built reports.

Highway Construction

Brighton Blvd Reconstruction / City and County of Denver (February 2018 – September 2019) (HAMON)

Sam was assigned, by Ground Engineering, to serve as the Contractor Quality Control Manager for Hamon Infrastructure for reconstruction of a segment of Brighton Blvd. Sam's duties were to develop and implement a QC program within the guidelines of Kiewit Const.(General Contractor), to provide Quality Training, oversight of construction activities and to document those activities. Duties included but not limited to, construction of a single span bridge, storm sewer installation, sanitary sewer installation, embankment reprocessing, PCCP pavement, sidewalk, curb and gutter, traffic control devices, signage, landscaping, review and logging submittals, tracking material quantities, preparing and logging project reports, and preparing as-built reports.



Attachment 8 – D-U-N-S Number



Date: 01/24/2022

Company: METRIX ADVISORS LLC

D-U-N-S® Number: 005396659

Company Report Updated Successfully

Thank you for using the DUNS Manager service provided by Dun & Bradstreet. The changes you requested to your Dun & Bradstreet company profile have been reviewed and added to your report.

Please visit [DUNS Manager](#) to view your updated report, or to make additional change requests.



Attachment 9 – DBE, SBE, MWBE Certificates

Rob McDaniel
Metrix Advisors, LLC
2499 N Washington Street
Washington Street
Denver, CO 80205

Dear: Rob McDaniel:

The Division of Small Business Opportunity is pleased to inform you that Metrix Advisors, LLC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Metrix Advisors, LLC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 518210: DATA PROCESSING SERVICES (EXCEPT PAYROLL SERVICES, FINANCIAL TRANSACTION PROCESSING SERVICES)

NAICS 541211: ACCOUNTING (I.E., CPAS) SERVICES, CERTIFIED PUBLIC

NAICS 541350: BUILDING INSPECTION SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

Rob McDaniel
Metrix Advisors, LLC
2499 N Washington Street
Washington Street
Denver, CO 80205

SUBJECT: Minority/Women Business Enterprise (MWBE) Certification Approval

Dear Rob McDaniel,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Metrix Advisors, LLC is certified as a **Minority/Women Business Enterprise (MWBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the [Denver Revised Municipal Code](#) (D.R.M.C. or the Code). Metrix Advisors, LLC will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

December 4, 2020 to December 31, 2023

Please be aware that your firm's Minority/Women Business Enterprise (MWBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

December 31, 2022

Your expiration date is **December 31, 2023** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Metrix Advisors, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

NAICS CODES:

NAICS 518210: DATA PROCESSING SERVICES (EXCEPT PAYROLL SERVICES, FINANCIAL TRANSACTION PROCESSING SERVICES)

NAICS 541211: ACCOUNTING (I.E., CPAS) SERVICES, CERTIFIED PUBLIC

NAICS 541350: BUILDING INSPECTION SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Important Information: Keep Your Certification In Good Standing

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business

enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **December 31, 2022**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

Doing Business with the City and County of Denver

Metrix Advisors, LLC is eligible participate as a **Minority/Women Business Enterprise (MWBE)** on City and County of Denver city (locally) funded projects and/or certain privately funded projects on city-owned property for contracts with a **Minority/Women Business Enterprise (MWBE)** program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Minority/Women Business Enterprise (MWBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Doing-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add denver@mwdbe.com to your safe sender list. If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at tammy.trujillo@denvergov.org.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

Rob McDaniel
Metrix Advisors, LLC
2499 N Washington Street
Washington Street
Denver, CO 80205

SUBJECT: Small Business Enterprise (SBE) Certification Approval

Dear Rob McDaniel,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Metrix Advisors, LLC is certified as a **Small Business Enterprise (SBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the [Denver Revised Municipal Code](#) (D.R.M.C. or the Code). Metrix Advisors, LLC will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

December 4, 2020 to December 31, 2023

Please be aware that your firm's Small Business Enterprise (SBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

December 31, 2022

Your expiration date is **December 31, 2023** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Metrix Advisors, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

NAICS CODES:

NAICS 518210: DATA PROCESSING SERVICES (EXCEPT PAYROLL SERVICES, FINANCIAL TRANSACTION PROCESSING SERVICES)

NAICS 541211: ACCOUNTING (I.E., CPAS) SERVICES, CERTIFIED PUBLIC

NAICS 541350: BUILDING INSPECTION SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Important Information: Keep Your Certification In Good Standing

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business

enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **December 31, 2022**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

Doing Business with the City and County of Denver

Metrix Advisors, LLC is eligible participate as a **Small Business Enterprise (SBE)** on City and County of Denver city (locally) funded projects and/or certain privately funded projects on city-owned property for contracts with a **Small Business Enterprise (SBE)** program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Small Business Enterprise (SBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit www.work4denver.com to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Doing-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add denver@mwdbe.com to your safe sender list. If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at tammy.trujillo@denvergov.org.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

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 [select: "per location" or "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. [AMEND TO REQUIRE PROJECT SPECIFIC COVERAGE IF PERTINENT BASED ON SCOPE OF WORK.]
5. **Technology Errors and Omissions:** [REMOVE IF NOT PERTINENT PER SCOPE OF WORK.]
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. **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, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of

Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to 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.