

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 **YEH AND ASSOCIATES, INC.**, a Colorado corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

W I T N E S S E T H:

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 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, 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 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.

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.

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 fourteen (14) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or

otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist. Consultant shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

4. TERM AND TERMINATION:

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

B. If the Term expires prior to Consultant completing the work under an issued Task Order, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

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

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

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

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

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

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

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

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

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

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

i. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

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

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.

iv. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for that party's incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the City, Consultant, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however the same may be caused.

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 **Thirty Million Dollars and No Cents (\$30,000,000.00)** ("**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. 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 performed in accordance with the Standard of Care. Should the City dispute any portion of an invoice submitted by Consultant, the City shall notify the Consultant of the same in writing within five (5) days of receipt of the invoice and the City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. §5-17 and in accordance with procedures set forth in Section 9.

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

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

ii. Under D.R.M.C. § 28-68, Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other agreement modifications, or as otherwise described in D.R.M.C. § 28-70, Consultant acknowledges that:

a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

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

c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance

with D.R.M.C. § 28-70. Consultant must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Consultant shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

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

f. Should any questions arise regarding DSBO requirements, Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor's invoice that is submitted to Consultant in a timely fashion, includes correct contract billing rates and is formatted acceptable according to DEN requirements.

C. Prevailing Wage. To the extent required by law, Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

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

ii. Consultant shall, 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.

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

D. In no event shall the City be liable for any of the following: (i) business interruption

or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

F. Should Consultant be required to provide legal defense costs pursuant to the requirements set forth in this Article, any such reasonable legal defense cost shall be accrued to Consultant in a prorated proportion in accordance with Consultant's percentage of fault as

determined by any applicable trier-of-fact or as agreed to and incorporated into any settlement agreements.

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:

Yeh and Associates, Inc.
2000 Clay Street, Suit 200
Denver, Colorado 80211

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

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

F. Rights and Remedies Not Waived. In no event shall any payment by the City

hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Consultant. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of 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.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Consultant written notice which describes such conflict. If, during the course of the

Agreement, the City determines that a potential conflict of interest exists or may exist, Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Consultant has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Consultant is performing or anticipates performing for other entities on the same or interrelated project or tasks. Consultant must disclose, in writing, any corporate transactions involving other companies that Consultant knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Consultant fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or the City may terminate the Agreement for cause or for its convenience.

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

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

ii. The Consultant certifies that:

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

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

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

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

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also

terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

12. SENSITIVE SECURITY INFORMATION:

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

13. DEN SECURITY:

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

B. Consultant is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be

passed on to and borne by Consultant. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

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

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

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

16. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202161311-00
Contractor Name: YEH AND ASSOCIATES, INC.

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202161311-00
YEH AND ASSOCIATES, INC.

DocuSigned by:
By: Pete Mertes
C244CB25D59F458...

Name: Pete Mertes
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



EXHIBIT A

Scope of Work

Yeh and Associates, Inc.
Contract No. 202161311-00

■ DENVER INTERNATIONAL AIRPORT



AIM DEVELOPMENT
QUALITY ASSURANCE SERVICES

1 INTRODUCTION

The mission of the Airport Infrastructure Management Development (AIM DEV) division of Denver International Airport (DEN) is to Define, Design and Build all the infrastructure and facility developments and maintenance projects at DEN. To achieve that objective AIM DEV enhances its core staff through the engagement of multi-disciplined Consultants. AIM DEV has overall responsibility for achieving the best design to produce the safest, best quality, schedule, and budget framework possible. The purpose of the Quality Assurance Team is to provide services to fulfill the minimum requirements of the City & County of Denver Standard Specifications for Construction General Contract Conditions, Title 17 - Inspection and Defects and FAA Advisory Circular 150/5370-12B. The contract encompasses, but is not limited to, task-based staff support for roadways, utilities, and airfield construction quality assurance (QA) services. QA Services include observing and documenting contractor compliance with the project Contract Documents, shop drawings, submittals and other documents defined in each project task order. QA services does not manage the Construction Contractor's Quality Control program or steps.

2 CONTRACT REQUIREMENTS

2.1 GENERAL

- 2.1.1 The Consultant, as deemed necessary by the Senior Vice President of AIM DEV (SVP), will provide professional, technical and support staff to fill various positions required to provide project-specific services required for projects managed within AIM DEV's groups. Under this contract these project-specific duties shall include quality assurance inspection, as well as other duties as requested.
- 2.1.2 It is the Consultant's responsibility to provide and maintain competent staff on an as-needed basis as defined by each project-specific task order. See Exhibit D for the task Request for Proposal (RFP), task proposal, and task execution process.
- 2.1.3 Consultant-provided staff will be part of integrated teams consisting of City and County of Denver (CCD) employees and other consultants. They will follow established lines of authority and standard communication procedures to ensure that all measurable requirements for a project have been met and projects are successfully completed.

3 PROJECT SERVICES

3.1 PROJECT STAFFING PROCESS

- 3.1.1 All staff will be requested, assigned, and invoiced on a per project task order basis. Project task orders are developed as not-to-exceed (NTE) lump sums and are invoiced on time and materials (T&M). See Exhibit D for the task RFP, task proposal, and task execution process.
- 3.1.2 The Consultant shall maintain and provide an electronic cost loaded staff utilization plan demonstrating Quality Assurance project assignments, normal hours of work (e.g.:



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

day shift, night shift, etc.), and burn-rates weekly to the SVP and/or an appointee. Web-based dashboards/reports are preferred.

- 3.1.3 No work shall be performed under any task order without a signed Notice to Proceed (NTP) by the SVP and/or an appointee.
- 3.1.4 All work associated with development of task order proposals shall be included in the Consultant's multiplier.

3.2 DEFINE PHASE

- 3.2.1 When a project need has been identified by DEN, it is assigned to a DEN Project Manager and the Project Define Phase is initiated. During this phase the DEN Project Manager meets with the Project Sponsor to further refine and quantify the project need. Alternatives may be reviewed; cost estimates and schedules are prepared. The project request is then presented to the AIM DEV Leadership Team for approval to be incorporated into the Capital Improvement Program. During this phase, the Consultant may be requested to inspect existing facilities to assist a DEN Project Manager in defining the scope of work for a future project. Studies and testing may be required to determine the extent of work needed. The Consultant may also be tasked to perform these tests or studies. The Consultant shall prepare a proposal to perform a given study or to perform special testing. The DEN Quality Assurance Manager will review the proposal and negotiate dollar amounts for this work.

3.3 DESIGN PHASE

- 3.3.1 During the design phase AIM DEV manages the necessary architectural and engineering consultant contracts to produce construction documents necessary for projects.
- 3.3.2 Services required by the Consultant's inspection personnel during design may include, but are not limited to:
 - a. Contract Preparation – Assist Project Managers with the review, of complete construction documents including plans and specifications.
 - b. Site Investigation and Escorting – Assist Project Managers with the coordination and escorting of site investigation services. Perform inspections of field conditions, identifying and reporting on discrepancies between design and observed field conditions.
 - c. Quality Assurance Management Plan – Assist the DEN Quality Assurance Manager with preparing a written, project-specific quality assurance management plan detailing all the specific measurable goals to be achieved during construction as required by FAA.
 - d. Value Engineering/Constructability Reviews – Assist the DEN Project Manager with value engineering and constructability reviews.



AIM DEVELOPMENT
QUALITY ASSURANCE SERVICES

3.4 BUILD PHASE

- 3.4.1 During the Build or construction phase, AIM DEV has overall responsibility for achieving the successful construction and turnover of projects. AIM DEV manages the necessary construction and material procurement contracts to complete the project. AIM DEV extends all reasonable efforts to assure that high standards of quality and workmanship are obtained in all construction, and proper coordination of the construction process is achieved in order to mitigate the impact of this phase on the day-to-day operation of DEN. Quality Assurance services during the Build phase task order may include but are not limited to:
- 3.4.1.1 Project Staffing – Upon receipt of each project specific Task NTP and prior to the start of any project, the Consultant’s personnel shall coordinate with the DEN Project Manager (PM) to review QA Service requirements.
 - 3.4.1.2 Project Oversight – Consultant’s personnel shall monitor and report any observed deficiencies or non-compliance of the contractor’s work and assist in the coordination of the work with the day to day operations of DEN, airport tenants, affected agencies, utilities, construction contractors on other DEN projects, and other parties as necessary without assuming the contractor’s obligations pertaining to means, methods, quality control and progress of work or safety.
 - 3.4.1.3 On-Site Inspections – consultant’s personnel shall inspect the materials and equipment being incorporated into the work. Review materials to visually observe and report that they are handled, stored and installed properly and are in compliance with the plans and specifications of the project. Verify that all authorized changes are properly incorporated into the work. Identify problems encountered in the progress of the work and keep the DEN PM informed including providing possible solutions when applicable.
 - 3.4.1.4 Inspection – Consultant’s personnel shall provide quality assurance general inspections as required by the DEN PM to observe and report that projects are completed per contract documents.
 - 3.4.1.5 Safety Program – consultant’s personnel shall review the Contractors Site Specific Safety Plan submittal and monitor the contractor’s implementation and compliance to the approved plan. Inspectors shall cooperate fully with officials of other agencies (Federal and/or State) who are vested with authority to enforce requirements of the Occupational Safety and Health Act or the FAA. Conduct periodic safety reviews of job site(s) and advise the contractor(s) and DEN PM of deficiencies. Consultant’s personnel will report corrective actions by the contractor to the DEN PM.
 - 3.4.1.6 Construction Security – consultant’s personnel shall assist DEN PMs with review of contractor’s adherence to required site security procedures.
 - 3.4.1.7 Permits – Consultant’s personnel shall assist DEN PMs to make sure that all



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

DEN or contractor required permits are obtained before work begins. The consultant's personnel shall monitor contractor's conformance to permit requirements.

- 3.4.1.8 Reports – The consultant's personnel shall prepare and keep accurate and detailed project records using electronic systems and prepare reports in the format and frequency required. Inspectors shall prepare and maintain separate daily reports for every assigned project. All daily reports will be complete by the end of each inspector's work shift.
- 3.4.1.9 Contract Documentation – Consultant's personnel shall review and be knowledgeable of all contract documentation that impacts the construction of projects such as RFIs, submittals, permits and permit documents, shutdown requests, schedules, phasing plans, haul routes, design revisions and CO's, etc. All such documentation shall be provided to the inspectors in its final approved form and accessible in a cloud-based electronic field documentation platform. As directed by the DEN PM, consultant's personnel shall assist in responding to RFIs, submittals, recommended design changes, and change orders.
- 3.4.1.10 Submittals/Shop Drawing Review – Consultant's personnel shall review and be familiar with all approved submittals, shop drawings and material samples to assure that all products being installed in the work are in accordance with the approved documentation.
- 3.4.1.11 Project Site Documents – Consultant's personnel shall assist DEN PMs in maintaining project site records in accordance with established AIM DEV guidelines (electronic and hard copies as directed).
- 3.4.1.12 Meetings – Consultant's personnel shall participate in project meetings as identified in the task RFP by the DEN PM.
- 3.4.1.13 Contractor Request for Payments – Consultant's personnel, as directed by the DEN PM, shall measure and document contractor progress daily. The consultant's personnel will review and evaluate contractor's requests for payment on an as needed and directed by the DEN PM.
- 3.4.1.14 Potential Claims/Disputes – Consultant's personnel shall document and inform the DEN PM of any situation they believe may become a potential claim or dispute. They shall also document any potential claim or dispute situation as directed by the DEN PM.
- 3.4.1.15 Test and Commission Systems - Consultant's personnel along with representatives of the Designer of Record shall schedule and observe final testing, start-up and commissioning of utilities, operational systems, and equipment of the work.
- 3.4.1.16 Punch List - Upon substantial completion of the contractors' work, the consultant's personnel shall prepare, jointly with the contractor(s) and designer(s) of record, a list of incomplete or unsatisfactory items.



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

Consultant's personnel shall monitor the correction and completion of the punch list work. Consultant's personnel shall assist the DEN PM in determining if the work is substantially complete.

- 3.4.1.17 Completion – Consultant's personnel shall observe, report and document that all keys and overstock materials are received and stored where designated by the DEN PM.
- 3.4.1.18 Record Drawings – Consultant's personnel as directed by the DEN PM shall monitor the maintenance of record drawings by the contractors. Consultant's personnel shall observe and report a minimum of weekly if record drawings appear complete and accurate for preparation of as-built drawings and review record drawings for PM's acceptance and approval.
- 3.4.1.19 Claims/Disputes - At the direction of the SVP and/or an appointee, the consultant's personnel shall assemble and provide pertinent background information as requested and assist in negotiating settlement.
- 3.4.1.20 Closeout Support – Consultant's personnel shall, as directed by the DEN PM, provide assistance with contract closeouts, to monitor receipt of all deliverables, finalization of all contract modifications and determine final quantities for final payment.
- 3.4.1.21 Final Inspection and Acceptance by the FAA (when applicable) – Consultant's personnel as directed by the PM shall participate in a final walk thru of the project with the local FAA ADO representative. Inspectors shall monitor the status of any deficiencies.
- 3.4.1.22 Project Close Out Report (when applicable) – Consultant's personnel as directed by the PM shall assist with the preparation of the final project documentation in the form of a project close out report that consolidates the project related information that shall be required by the FAA to formally close out the project. The close out report shall include but not be limited to:
 - a. A final test and quality control report documenting the results of all tests performed.
 - b. Highlighting those tests that failed or that did not meet the applicable test standard.
 - c. The pay reductions applied and the reasons for accepting any out-of-tolerance material.
- 3.4.1.23 Lesson Learned - Consultant's personnel shall participate in a post project Lessons Learned session as directed by the DEN PM.

3.5 REPORTING AND DOCUMENTATION

- 3.5.1 Within 24 hours upon a request from the SVP and/or an appointee, the Consultant shall provide a staff utilization report for any or all tasks under this contract. The report



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

shall include but is not limited to: staff names, staff project position title, DEN Project/task Name, Consultant hours allocated to each task per RFP, Consultant hours billed on each task, estimated hours for completion of each task, and staff vehicle assignments.

- 3.5.2 All project photographic documentation shall be performed with a GPS enabled camera with adequate flash for the environment. Cell phone cameras are not acceptable equipment for confined or interior space documentation. Alternate technologies for capturing photographic documentation will be considered (e.g. OpenSpace, SKYSITE, PlanRadar, HoloBuilder, etc.).
- 3.5.3 All Inspector's field documentation shall be digital and completed by the end of each shift.
- 3.5.4 The Consultant must provide a cloud-based electronic field documentation platform (e.g. BIM 360 Field, Trimble, CDR, etc.) accessible to all field staff. All field documentation shall be able to be exported into Primavera Unifier as a direct integration or PDF attachment. The Consultant shall submit samples of the daily work product to the SVP and/or an appointee for review and approval prior to use on any task. The platform shall have a web-based dashboard or be able to generate summarization reports based all daily report information that include but are not limited to the following:
 - 3.5.4.1 Quality Assurance staff assigned to each project and hours on site
 - 3.5.4.2 # of contractors and subcontractors on site, by trade, company name, and project name
 - 3.5.4.3 Time and/or material summarization by project and duration
 - 3.5.4.4 Summarization of deficiencies by project and trade
 - 3.5.4.5 Summarization of equipment/material installed without an approved submittal
 - 3.5.4.6 Time lapse and/or summary of photos from any project based on GPS location
 - 3.5.4.7 Summarization of safety incursions
- 3.5.5 The consultant shall audit the performance of inspectors on a quarterly basis or as requested by a SVP and/or an appointee. The intent of the audit is to ensure field staff are performing to the requirements of this contract and that they are verifying that all aspects of work are following the Project Contract Documents. Provide a report of the Audit to the SVP and/or an appointee for review. The report shall contain at a minimum:
 - 3.5.5.1 Inspectors audited
 - 3.5.5.2 Name of Project audited
 - 3.5.5.3 Certifications Audited



AIM DEVELOPMENT QUALITY ASSURANCE SERVICES

- 3.5.5.4 Details of audit procedures
- 3.5.5.5 360 feedback from DEN staff and Consultant Staff
- 3.5.5.6 Errors and omissions identified
- 3.5.5.7 Inspector corrective actions and additional training

4 COORDINATION AND ADMINISTRATION OF CONSULTANT'S WORK

4.1 GENERAL

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

5 QUALIFICATIONS AND WAGES OF CONSULTANT'S PERSONNEL

5.1 PERSONNEL

- 5.1.1 The successful Consultant and Sub-consultants shall provide qualified personnel for all the disciplines required to fill necessary positions or complete assigned projects through the term of the Agreement. The Consultant shall be represented by a Principal Project Manager (PPM), who shall be the operational point of contact with the SVP and/or an appointee. The Consultant's PPM shall be experienced and highly qualified in project management of airport construction, including terminal and airfield work. The PPM's time on this contract will be included in the overhead multiplier and not be billed separately to any project task.
- 5.1.2 The Consultant agrees that all personnel provided are to perform services under this Agreement and shall remain during the time of their employment, competent and completely and fully qualified for the duties to which they are assigned. Consultant employees shall meet minimum industry standard qualifications for their assignment. These qualifications set out are not intended as limitations on the maximum qualifications for each such position or function. The SVP reserves the right to require



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

the Consultant to provide personnel with additional qualifications for additional types of duties to be performed by the Consultant's personnel assigned to DEN. The Consultant shall provide a detailed description of their company's approach to filling skill requirements. Items shall include:

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

6 EQUIPMENT / VEHICLES & CARTS / SMART PHONES

6.1 GENERAL

- 6.1.1 The Consultant will provide all equipment and tools deemed necessary by the SVP and/or an appointee for the Consultant's personnel to perform their job duties including vehicles, electric powered carts, hand tools, portable computers/tablets, Personal Protective Equipment (PPE), cameras, smart phones and handheld radio for communications with DEN Operations.
- 6.1.2 Vehicles and electric powered carts shall be provided by the Consultant for those Consultant employees approved for vehicles and carts by the SVP and/or an appointee as required by each project task order. All vehicles shall be midsize SUVs or midsize pickup trucks depending on the job duties of the employee and with the approval of the SVP and/or an appointee. Carts shall be electric powered and capable of carrying four people. All vehicles and carts shall be equipped with a yellow SAE Class I strobe light attached to the top of the vehicle. Vehicles used on the airfield in movement areas will need to be equipped with high intensity light bars and vehicle installed radios for communications with DEN Operations. These devices shall be approved by the SVP and/or an appointee and meet the current requirements of DEN Operations. Vehicles shall also meet all DEN, FAA, TSA requirements, and permits to access the areas required for the performance of the task order work. These areas include but are not limited to the airfield landside roadways, parking areas, terminal, concourses, revenue-controlled areas, and tunnels. All costs related to the vehicles and carts meeting these requirements shall be included in the overhead multiplier.
- 6.1.3 Mileage incurred on DEN property shall be considered incidental to the monthly costs. Mileage off DEN property shall be approved, in advanced by the SVP and/or an appointee and shall be reimbursed at the current federal rate per mile.
- 6.1.4 The Consultant shall ensure that all staff assigned to work that requires PPE per OSHA 29 CFR, Contractor Site Specific Safety Plans, and the DEN Safety Manual have adequate PPE per assigned task. The cost for PPE shall be included in the labor

**AIM DEVELOPMENT****QUALITY ASSURANCE SERVICES**

multiplier. Additional safety equipment required for a task order shall be included in the task fee proposal.

- 6.1.5 The Consultant shall provide, for each employee assigned to this contract, a Smart Phone with service for voice communications, text messaging, and email. This cost shall be included in the overhead multiplier.
- 6.1.6 Field tools and electronic field documentation devices (e.g., iPads, tablets, laptops, cameras, tool bag, screwdrivers, pliers, level, tape measure, etc.) shall be included in the overhead multiplier.
- 6.1.7 The consultant shall ensure each staff member has adequate technology to handle DEN Process and communication/web conferencing software platforms (e.g.: Microsoft Teams, Unifier, SharePoint, etc.).

7 REFERENCED FORMS/DOCUMENTS

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

END OF EXHIBIT



EXHIBIT B

Prime Consultant	Yeh and Associates, Inc.
DEN Contract Number	No. 202161311
DEN Contract Name	DEN Quality Assurance Services
Project Name	DEN Quality Assurance Services
Project Number	No. 202161311
MWBE / SBE Contractual Goal	30%

Core Staff Rates

	Company Name	Prime / Sub-Contractor	Name	Position	Fully Burdened Rate
1	Yeh and Associates, Inc.	Prime	Fred Taylor, PE	Senior Project Inspector	\$ 230.00
	Yeh and Associates, Inc.	Prime	Fred Taylor, PE - OT	Senior Project Inspector	\$ 258.96
2	Yeh and Associates, Inc.	Prime	Matt Kaup	Senior Project Inspector	\$ 230.00
	Yeh and Associates, Inc.	Prime	Matt Kaup - OT	Senior Project Inspector	\$ 258.96
3	Yeh and Associates, Inc.	Prime	Kip Book	Project Inspector II	\$ 170.11
	Yeh and Associates, Inc.	Prime	Kip Book - OT	Project Inspector II	\$ 191.52
4	Yeh and Associates, Inc.	Prime	Sandra Gomke	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Sandra Gomke - OT	Project Inspector II	\$ 157.77
5	Yeh and Associates, Inc.	Prime	Randy Ravensborg	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Randy Ravensborg - OT	Project Inspector II	\$ 157.77
6	Yeh and Associates, Inc.	Prime	Jesse Maddox	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Jesse Maddox - OT	Project Inspector II	\$ 157.77
7	Yeh and Associates, Inc.	Prime	Megan McGuire, EIT	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Megan McGuire, EIT - OT	Project Inspector II	\$ 157.77
8	Yeh and Associates, Inc.	Prime	Kelley Bass	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Kelley Bass - OT	Project Inspector II	\$ 157.77
9	Yeh and Associates, Inc.	Prime	Kaleb Walker	Project Inspector I	\$ 121.03
	Yeh and Associates, Inc.	Prime	Kaleb Walker - OT	Project Inspector I	\$ 136.27
10	Yeh and Associates, Inc.	Prime	Amanueal Ketema	Project Inspector I	\$ 121.03
	Yeh and Associates, Inc.	Prime	Amanueal Ketema - OT	Project Inspector I	\$ 136.27
11	Yeh and Associates, Inc.	Prime	Ilya Mirmovich	Project Inspector I	\$ 121.03
	Yeh and Associates, Inc.	Prime	Ilya Mirmovich - OT	Project Inspector I	\$ 136.27
12	Yeh and Associates, Inc.	Prime	Luke Medina	Project Inspector I	\$ 87.32
	Yeh and Associates, Inc.	Prime	Luke Medina - OT	Project Inspector I	\$ 98.31
13	Yeh and Associates, Inc.	Prime	Tyler Campbell	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Tyler Campbell - OT	Project Inspector II	\$ 157.77
14	Yeh and Associates, Inc.	Prime	Parker Leafblad	Principal Project Manager	\$ 244.91
15	Yeh and Associates, Inc.	Prime	Tammera Buck	Senior Project Inspector	\$ 212.96
	Yeh and Associates, Inc.	Prime	Tammera Buck - OT	Senior Project Inspector	\$ 239.78
16	Yeh and Associates, Inc.	Prime	Gerrit Higashi	Project Controls Manager II	\$ 225.74
17	Yeh and Associates, Inc.	Prime	Paul Koelzer	Digital Information System Manager	\$ 168.24
18	Yeh and Associates, Inc.	Prime	Blair Tryba	Digital Information System Coordinator	\$ 159.72
19	Yeh and Associates, Inc.	Prime	Jon Olsen	Project Inspector II	\$ 139.49
	Yeh and Associates, Inc.	Prime	Jon Olsen - OT	Project Inspector II	\$ 157.77
20	Yeh and Associates, Inc.	Prime	Rick Frankovich	Project Inspector I	\$ 121.03
	Yeh and Associates, Inc.	Prime	Rick Frankovich - OT	Project Inspector I	\$ 136.27
21	Yeh and Associates, Inc.	Prime	Scott Schaefer	Senior Project Inspector	\$ 230.00
	Yeh and Associates, Inc.	Prime	Scott Schaefer - OT	Senior Project Inspector	\$ 258.96
22	Yeh and Associates, Inc.	Prime	Jarrett Schvien	Contract Manager II	\$ 206.58
23	Atkins North America, Inc.	Sub-Contractor	Hurelle, Christina W (Christi)	Senior Project Inspector Supervisor	\$ 153.17
24	Atkins North America, Inc.	Sub-Contractor	Curry, Steven W.	Senior Project Inspector	\$ 150.19

25	Atkins North America, Inc.	Sub-Contractor	Freeman II, Michael E	Senior Project Inspector	\$	125.89
	Atkins North America, Inc.	Sub-Contractor	Freeman II, Michael E - OT	Senior Project Inspector	\$	147.67
26	Atkins North America, Inc.	Sub-Contractor	Hull, Andrew J.	Senior Project Inspector	\$	116.00
	Atkins North America, Inc.	Sub-Contractor	Hull, Andrew J. - OT	Senior Project Inspector	\$	136.07
27	Atkins North America, Inc.	Sub-Contractor	Ware, Becky L.	Senior Project Inspector	\$	119.70
28	Atkins North America, Inc.	Sub-Contractor	Schissel, Brandon L	Senior Project Inspector	\$	133.60
29	Atkins North America, Inc.	Sub-Contractor	Timm, Michael (Dan)	Senior Project Inspector	\$	122.54
30	Atkins North America, Inc.	Sub-Contractor	Gorove, Bryce C	Project Inspector II	\$	116.06
31	Atkins North America, Inc.	Sub-Contractor	Casale, Angela M	Project Inspector II	\$	112.94
32	Atkins North America, Inc.	Sub-Contractor	Bonger, Jason	Project Inspector II	\$	111.99
33	Atkins North America, Inc.	Sub-Contractor	Ward, Garrett	Project Inspector II	\$	116.26
34	Atkins North America, Inc.	Sub-Contractor	Charlton, Ashley E.	Project Inspector I	\$	96.87
35	Atkins North America, Inc.	Sub-Contractor	Ndizeye, Bertrand	Project Inspector I	\$	107.74
36	Atkins North America, Inc.	Sub-Contractor	Herreria Gomez, Lily	Project Inspector I	\$	72.25
	Atkins North America, Inc.	Sub-Contractor	Herreria Gomez, Lily - OT	Project Inspector I	\$	84.75
37	Atkins North America, Inc.	Sub-Contractor	Sharma, Shanu	Digital Information System Manager	\$	259.49
38	Atkins North America, Inc.	Sub-Contractor	Cattaruzza, Marleigh S.	Digital Information System Coordinator	\$	104.07
39	HNTB Corporation	Sub-Contractor	McFadden, Robert	Senior Project Inspector Supervisor	\$	230.64
40	HNTB Corporation	Sub-Contractor	Pankau, Elizabeth	Project Inspector I	\$	133.18
41	HNTB Corporation	Sub-Contractor	Delgado, Victor	Project Inspector II	\$	174.84
42	HNTB Corporation	Sub-Contractor	Putt, Ryan	Project Inspector II	\$	178.56
43	Shrewsberry, Inc.	Sub-Contractor	James Corbin	Senior Project Inspector	\$	134.24
	Shrewsberry, Inc.	Sub-Contractor	James Corbin - OT	Senior Project Inspector	\$	159.76
44	Shrewsberry, Inc.	Sub-Contractor	Joe Vigil	Project Inspector II	\$	130.09
	Shrewsberry, Inc.	Sub-Contractor	Joe Vigil - OT	Project Inspector II	\$	154.82
45	Shrewsberry, Inc.	Sub-Contractor	Christina Ashlock	Project Inspector II	\$	126.55
	Shrewsberry, Inc.	Sub-Contractor	Christina Ashlock - OT	Project Inspector II	\$	150.61
46	Shrewsberry, Inc.	Sub-Contractor	Alfonso Vargas	Principal Project Manager	\$	167.27
47	Shrewsberry, Inc.	Sub-Contractor	Arthur Antione	Senior Project Inspector Supervisor	\$	150.69
48	Shrewsberry, Inc.	Sub-Contractor	Ryan Lynch	Project Inspector I	\$	102.89
	Shrewsberry, Inc.	Sub-Contractor	Ryan Lynch - OT	Project Inspector I	\$	122.45
49	Geocal, Inc.	Sub-Contractor	Cynthia Card	Administrative Support Assistant II	\$	93.16
50	Geocal, Inc.	Sub-Contractor	Alex Coe	Project Inspector I	\$	92.64
	Geocal, Inc.	Sub-Contractor	Alex Coe - OT	Project Inspector I	\$	118.58
51	Geocal, Inc.	Sub-Contractor	Mark De Los Santos	Project Inspector II	\$	95.98
	Geocal, Inc.	Sub-Contractor	Mark De Los Santos - OT	Project Inspector II	\$	122.85
52	Geocal, Inc.	Sub-Contractor	Donald Fitzner	Project Inspector I	\$	72.83
	Geocal, Inc.	Sub-Contractor	Donald Fitzner - OT	Project Inspector I	\$	93.22
53	Geocal, Inc.	Sub-Contractor	Kathy Glaze	Administrative Support Assistant IV	\$	119.39
54	Geocal, Inc.	Sub-Contractor	Ryan Hegler	Project Inspector I	\$	88.55
	Geocal, Inc.	Sub-Contractor	Ryan Hegler - OT	Project Inspector I	\$	113.34
55	Geocal, Inc.	Sub-Contractor	Nur Hossain	Principal Project Manager	\$	219.55
56	Geocal, Inc.	Sub-Contractor	Brian Johnson	Project Inspector I	\$	83.60
	Geocal, Inc.	Sub-Contractor	Brian Johnson - OT	Project Inspector I	\$	107.01
57	Geocal, Inc.	Sub-Contractor	Mikhail Kaspin	Project Manager I	\$	135.11
58	Geocal, Inc.	Sub-Contractor	Robert Lutz	Senior Project Inspector	\$	126.48
	Geocal, Inc.	Sub-Contractor	Robert Lutz - OT	Senior Project Inspector	\$	161.89
59	Geocal, Inc.	Sub-Contractor	Greg Perzinski	Principal Project Manager	\$	219.55
60	Geocal, Inc.	Sub-Contractor	Ross Perzinski	Project Manager I	\$	137.92
	Geocal, Inc.	Sub-Contractor	Ross Perzinski - OT	Project Manager I	\$	176.54
61	Geocal, Inc.	Sub-Contractor	Lance Purdy	Project Inspector II	\$	81.90
	Geocal, Inc.	Sub-Contractor	Lance Purdy - OT	Project Inspector II	\$	104.83
62	Geocal, Inc.	Sub-Contractor	Gabrielle Razo	Project Inspector I	\$	82.42
	Geocal, Inc.	Sub-Contractor	Gabrielle Razo - OT	Project Inspector I	\$	105.50
63	Geocal, Inc.	Sub-Contractor	Terrance Schemp	Project Inspector I	\$	86.70
	Geocal, Inc.	Sub-Contractor	Terrance Schemp - OT	Project Inspector I	\$	110.98
64	Geocal, Inc.	Sub-Contractor	Travis Teves	Senior Project Inspector	\$	125.00
	Geocal, Inc.	Sub-Contractor	Travis Teves - OT	Senior Project Inspector	\$	160.00
65	Geocal, Inc.	Sub-Contractor	Andrew Thompson	Project Inspector I	\$	85.15

	Geocal, Inc.	Sub-Contractor	Andrew Thompson - OT	Project Inspector I	\$	108.99
66	Canyon Engineering Group, LLC	Sub-Contractor	Paras Shah, PE	Principal Project Manager	\$	168.00
67	Canyon Engineering Group, LLC	Sub-Contractor	Steven Lykens, PE, DBIA	Principal Project Manager	\$	168.00
68	Canyon Engineering Group, LLC	Sub-Contractor	Josie Maher, EI	Engineer II	\$	84.00
	Canyon Engineering Group, LLC	Sub-Contractor	Josie Maher, EI - OT	Engineer II	\$	105.00
69	Canyon Engineering Group, LLC	Sub-Contractor	Scott Wynia	Project Inspector II	\$	76.80
	Canyon Engineering Group, LLC	Sub-Contractor	Scott Wynia - OT	Project Inspector II	\$	96.00
70	Triunity, Inc.	Sub-Contractor	Don Cabrera	Senior Project Inspector	\$	167.00
71	Triunity, Inc.	Sub-Contractor	Jeff Cullen	Electrical Inspector	\$	135.00
72	Triunity, Inc.	Sub-Contractor	Teagan Kramer	Project Inspector II	\$	121.00
73	Triunity, Inc.	Sub-Contractor	Nick D'Apolito	Project Inspector I	\$	112.00
74	Triunity, Inc.	Sub-Contractor	Caleb Flack	Project Inspector I	\$	112.00
75	Triunity, Inc.	Sub-Contractor	Jeff Sherlis	Project Inspector II	\$	121.00
76	MSL Strategic Advisors, LLC	Sub-Contractor	Miriam Long	Administrative Support Assistant IV	\$	225.00
77	Granite Engineering Group, Inc.	Sub-Contractor	Hai Ming Lim	Engineer IX	\$	220.00
78	Granite Engineering Group, Inc.	Sub-Contractor	John Ibarra	Senior Construction Manager	\$	205.00
79	Granite Engineering Group, Inc.	Sub-Contractor	David Drude	Project Inspector II	\$	135.00
	Granite Engineering Group, Inc.	Sub-Contractor	David Drude - OT	Project Inspector II	\$	175.50
80	Granite Engineering Group, Inc.	Sub-Contractor	Joel Shekoski	Project Inspector I	\$	110.00
	Granite Engineering Group, Inc.	Sub-Contractor	Joel Shekoski - OT	Project Inspector I	\$	143.00
81	Granite Engineering Group, Inc.	Sub-Contractor	David Montano Jr.	Project Inspector I	\$	110.00
	Granite Engineering Group, Inc.	Sub-Contractor	David Montano Jr. - OT	Project Inspector I	\$	143.00
82	Granite Engineering Group, Inc.	Sub-Contractor	Chris Miranda	Project Inspector I	\$	110.00
	Granite Engineering Group, Inc.	Sub-Contractor	Chris Miranda - OT	Project Inspector I	\$	143.00
83	Granite Engineering Group, Inc.	Sub-Contractor	Kyle LeBron	Project Inspector II	\$	135.00
	Granite Engineering Group, Inc.	Sub-Contractor	Kyle LeBron - OT	Project Inspector II	\$	175.50
84	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Alex Davison	Senior Project Inspector Supervisor	\$	132.00
	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Alex Davison - OT	Senior Project Inspector Supervisor	\$	158.40
85	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Mohamed Elderinky	Senior Project Inspector	\$	132.00
	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Mohamed Elderinky - OT	Senior Project Inspector	\$	158.40
86	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Charese Feuerstein	Senior Project Inspector	\$	132.00
	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Charese Feuerstein - OT	Senior Project Inspector	\$	158.40
87	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Derek Franklin	Mechanical Inspector	\$	132.00
	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Derek Franklin - OT	Mechanical Inspector	\$	158.40
88	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Mario Watson	Project Inspector II	\$	120.00
	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Mario Watson - OT	Project Inspector II	\$	144.00
89	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Riley Rukavina	Senior Project Inspector Supervisor	\$	162.00
90	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Marcy Ybarra	Contract Administrator II	\$	160.00
91	Metrix Advisors, LLC dba MetrixIQ	Sub-Contractor	Rob McDaniel	Project Manager II	\$	200.00

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: 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 per location aggregate must be maintained.

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

2. Business Automobile Liability:

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

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, 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.



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Yeh and Associates, Inc.
Contract No. 202161311-00

■ DENVER INTERNATIONAL AIRPORT



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.



AIM DEVELOPMENT QUALITY ASSURANCE SERVICES

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



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

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



AIM DEVELOPMENT

QUALITY ASSURANCE SERVICES

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

4.3 TASK ORDER CLOSEOUT

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

5 REFERENCED FORMS

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



AIM DEVELOPMENT
QUALITY ASSURANCE SERVICES

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

Partnership | Inclusion | Technology | Experience



Project Name: Quality Assurance Services

Contract Number: 202161311

Date: 4/25/2022

Revision Number: 1

Yeh and Associates, Inc.

MWBE Equity, Diversity, and Inclusion Plan
(MWBE EDI Plan)



MWBE Equity, Diversity, and Inclusion Plan Yeh & Associates, Inc.

A. Key Personnel

In this section we present the Yeh team's draft MWBE EDI plan. Upon contract award, Gerrit Higashi will lead the effort to gain MWBE EDI plan approval and manage annual updates with the DSBO office.

Yeh is committing to 30% MWBE utilization for this contract.

a. Small Business Certification and Contract Management System: B2GNow

User: Gerrit Higashi, Subcontracts/EDI Manager
ghigashi@yeh-eng.com, 720.261.4235

b. Project Manager

Parker Leafblad, Principal Project Manager
Yeh and Associates, Inc.
Direct 303.781.9590 | Mobile 970.581.6009
pleafblad@yeh-eng.com

c. Controller

Jarrett Schwien, Chief Financial Officer
jschwien@yeh-eng.com, 303.781.9590

d. Superintendent n/a

e. Outreach/Community Engagement Coordinators

Miriam Long, Managing Director MSL Strategic Advisors
miriam@mslstrategicadvisors.com, 213.804.0223
Gerrit Higashi, Subcontracts/EDI Manager
ghigashi@yeh-eng.com, 720.261.4235

B. MWBE Utilization Strategies

The Yeh team believes that all people have value and purpose and will thrive in their area of expertise when provided fair and equal opportunities to do so. We know it takes time, effort, and experience to maximize potential and gain measurable growth, and we are committed to providing ample prospects to our MWBE partners on this contract.

Yeh is a well-respected DBE/MWBE firm that is ready to prime its first contract for DEN. Yeh has been a consistent, persistent, and dependable MWBE firm for over 20 years in the Denver community. We bring decades of successful, high-quality services on federal, state, and local projects, which has grown the firm to over 140 employees in eight offices.

Yeh is a newcomer to priming a contract at DEN, and we bring a stable MWBE size, proven track record, and experience as a prime for numerous On-Call, NPS and Indefinite Delivery, Indefinite Quantity (IDIQ) contracts with CCD, CDOT and FHWA (Central Federal Lands). With the support of Atkins and HNTB, we've formed a team with no limitations that sets us apart from others. With two large firms supporting our efforts, all MWBE partners have immediate access to knowledge sharing and proven strategies that lead to success. This is a large contract with the potential for multiple TOs to occur simultaneously. Both firms not only provide sufficient capacity to staff any DEN TO request at any time, but they also bring invaluable DEN experience, national technical experts and lessons learned from countless aviation projects nationwide to our team.

DEN has trusted both Atkins and HNTB with some of its largest and most complex projects, making them instrumental to the Yeh team MWBE firms for mentoring and training. All MWBE and non-MWBE partners will be treated as if they were members of “one” company, and our program/project management approach has fully integrated training elements to bring each individual up to speed by the time a TO is executed.

Over half of our MWBE partners bring recent, relevant DEN experience. Of the six MWBE firms on our team, four have recent DEN experience on projects like Peña Boulevard Reconstruction, Great Hall Phases 1 & 2, and the South Terminal Redevelopment. The remaining firms bring qualified QA staff and service experience from CDOT and CCD projects, so getting them acclimated with DEN will require minimal training and support. We strive to expand the experience and capabilities for all our partners through this contract to promote viable future opportunities.

Yeh will prioritize MWBE partners first for all TO assignments. Yeh commits to first contacting our MWBE partners with each TO opportunity to find available, qualified staff and to help our MWBE partners increase their workload. This means if the TO requires 5 inspectors and our MWBE partners can provide 2 of their employees for the task order, they will be given priority. Yeh, Atkins, and HNTB will consult with MWBE management as necessary to review their staff availability against TO requirements, seeking any chance to provide a “stretch” assignment for staff who are ready for their next step in career growth. This approach encourages team members to broaden their capabilities, strengthened by ongoing mentoring and support from our experienced non-MWBE firms who can fill in specialty gaps or provide institutional knowledge as needed.

C. Technical Assistance and Support Services

Yeh, Atkins and HNTB are all committed to teaching, training, and mentoring the MWBEs on our team to provide their staff the quality skills to become a valued firm on future projects at DEN. We will work with each firm to understand their long-term goals, such as priming larger contracts, doubling or tripling their growth by a set time, or submitting for industry awards to enhance their marketing strategy.

Approach to advancing the next generation of small businesses. Our general approach to training and mentoring will cover two functional areas. At the program level, Atkins and HNTB are ready to provide management support to Yeh in standing up the QA program to cohesively integrate diverse firms, such that the invoicing and other administrative processes are seamless to DEN. On the backend, we recognize that Yeh, as an MWBE prime, holds responsibility for prompt payment to each MWBE subcontractor. As large firms who have firsthand experience of maintaining cash flow to smaller firms, Atkins has discussed innovative approaches demonstrating our commitment to MWBE growth. As approved by our financial departments and meeting state regulations, our team’s ideas include allowing Yeh to prioritize and process MWBE invoices first, or a possible short-term trial period of large firms waiving or relaxing prompt payment to let MWBEs be paid first for their services.

Yeh, Atkins, and HNTB will rely on their large project experience to guide each subconsultant through all applicable tasks outlined in the RFP. We can treat each TO as a “mini program” that MWBE firms can independently execute to gain the skills needed to meet their goals for growth. Recently for the CDOT mentor/ protégé (M/P) program, Atkins served as a mentor to Best Engineering (Best) after learning that Best wanted an opportunity to perform QA testing for CDOT. **Through the M/P program, Atkins set various goals that Best continues to meet**, such as learning CDOT’s master pricing agreement procedures and budgeting to independently execute two task orders of their own.

Our main objective is to advance MWBE firms at the airport by giving them real opportunities to gain experience and learn DEN processes. DEN benefits from an increased pool of qualified MWBE partners for future service requests who can pass along their knowledge and expertise to other MWBEs, ensuring continued growth of the MWBE pool of qualified and capable firms.

Continuing partnership with community resource organizations. Most firms on our team are active in industry organizations within the transportation community including Women in Transportation Seminar (WTS), Conference of Minority Transportation Officials (COMTO), Airport Minority Advisory Council, Society of Women Engineers, and the National Society of Black Engineers. Yeh also has multiple officers on the Women of Asphalt – Colorado Board.

We realize community involvement extends beyond the professionals in our industry and remain dedicated to supporting Denver's efforts to continue creative outreach. We share the excitement of programs like RTD's Workforce Investment Now (WIN) that focuses on inclusive processes for personnel who wouldn't normally seek a career in transportation. Upon completion of a rigorous process to assess their skills and interests, gain training, achieve program benchmarks, and match them to open positions, individuals are equipped to work on major projects where they live for more personal investment into the CD's infrastructure growth.

D. Procurement Process

Following is the procurement process that Yeh implements for similar contracts and will implement for the DEN QA On-Call Contract:

- Parker Leafblad, Yeh's Principal Project Manager proactively develops TO SOW and staffing needs with DEN's PM.
- After client agreement on SOW, Parker will coordinate internally and work with subconsultants to determine staffing availability and best qualifications based on project needs.
 - MWBE staff that are available and qualified, at the time a task request is issued, will be presented to the DEN PM for approval to work on the task request.
 - Once accepted & approved, Parker will notify the MWBE firm(s) about their staff for the specified task request/project and to ensure that the MWBE staff is still available for the task request/project.
 - MWBE firms with proposed and available staff that were not selected for a task request/project will be notified via email by Parker with specific details of why their candidates were not approved to work on the specified task request/project. By providing this information of why their staff was not selected, it gives the MWBE firm the opportunity to make necessary modifications/changes so their staff will have a better prospect of selection on future task requests at DEN.
 - MWBE firms may request a debrief with Parker if they have more questions or would like to see if there is additional training or certification opportunities to get their staff ready to work at DEN. The debrief can be performed via meeting or email, whichever is more appropriate.
 - Gerrit Higashi will be continuously working with each of the MWBE firms on our team to ensure they are keeping their staff availability logs current to optimize their chances of their staff being utilized for a task request when it arises. Gerrit will be coordinating and communicating with Parker weekly regarding our MWBE team and their staff available. This will be a good opportunity for Parker to also relay the information he is receiving from DEN PMs regarding the MWBE staff, which will be passed along to the MWBE's when Gerrit contacts them for their staff availability status updates.
- Yeh will concurrently develop task order cost estimates based on proposed staff and present to client.
- Upon agreement of proposed project staff and cost estimate, Yeh proceeds with developing formal documents in the required format and/or correct forms required by client.
- Once complete, Yeh independently performs an internal quality control check of documents for accuracy and ensures contract requirements are being followed. Contract compliance is verified for allowable labor, equipment, travel rates, and MWBE, DBE/ESB commitments.
- Yeh will utilize a streamlined internal approval process granting principals in the company signature authority on its engineering and construction services contracts.
- Once signed and authorized by project principal, Yeh submits TO submittal documents to DEN for processing.

We will work with DEN, Atkins and HNTB to achieve efficiencies that will improve our procurement process. To begin the TO initiation process, Parker will meet with the DEN QA manager to understand current staffing needs. We will then give notice to MWBE partners and begin planning staff workload. Once handoff is made from the DEN QA manager to a DEN PM, Rob and/or Christi will work closely with the PM to help refine project SOWs as appropriate.

As described in Section 1 – Cost-Effectiveness, the Yeh team has crafted a unique and simple process to efficiently connect appropriate MWBE staff for immediate project placement. Through a Microsoft Teams group, we have successfully established the staff selection process with disadvantaged businesses in support of our CDOT NPS construction management, inspection and testing contracts (Front Range and Western Slope). This tool allows DBE firms access to update their current certified staff that are or will become available to be placed onto an upcoming project. The updates are live as soon as the DBE enters their data and will be visible to all Yeh PMs with access to the group. We will build on this tool and customize an individual Teams group for each of the MWBE firms tailoring it for DEN to detail live, cloud-based updates of our MWBE partners current staff certifications, classifications, and availability. This will help Yeh readily identify available, qualified MWBE staff and find the best fit for the TO that meets schedule and budget. Rob and Christi will work with Parker to track MWBE status through the duration of each TO and the overall contract.

Removing barriers to promote equity in procurement to MWBE companies. Through our corporate website, Yeh has created an active, small business outreach program tailored to reach Colorado’s DBE community. **Currently, we have over 30 small firms with diverse backgrounds participating in our outreach program. Of the MWBE partners on our team, GEG, Metrix and Triunity are all participants in our outreach program.** These firms link to Yeh’s shared database across all eight offices so Yeh PMs can contact DBE/MWBE firms directly to gauge interest in services for upcoming projects. This system creates a win-win, as it has also succeeded in introducing DBE/MWBE firms to each other for future teaming opportunities.

While Yeh has built an established team for this program and has solid EDI tools in place, we know there is more work to be done. We continue to engage in outreach opportunities to keep our pool of resources fresh, including issuing newsletters with look-aheads on upcoming contracts or cohosting industry events with ethnic chambers of commerce as examples, to ensure that we sustain a welcoming environment to interested newcomers.

E. Communication and Vendor Management

Communication strategies. Yeh team member, Miriam Long, Managing Director of MSL Strategic Advisors, and Gerrit Higashi, Subcontracts/EDI Manager for this contract, are tasked with keeping the team apprised of meaningful MWBE utilization strategies through the life of the contract. We want to gain measurable results from our outreach efforts and continue raising the bar for active inclusion and engagement. We will maintain open lines of communication and support with our partners through:

- √ Regular updates to MWBEs regarding upcoming TO requests from DEN
- √ B2G audit reporting
- √ Overview of dispute resolution processes
- √ Invoice processes to mitigate delays in payment

Miriam brings invaluable experience to our team from her role as the Director of Small Business Outreach for LA Metro. She led and developed a program, MetroConnect, that received recognition for excellence by the Federal Transit Administration for its innovative strategies in EDI. One such strategy involved hosting “Construction Road Shows” to showcase business opportunities and build relationships directly with all levels of Metro staff.

Yeh maintains a continuous improvement philosophy to our EDI approach and has an open-door policy with our MWBE partners to understand their unique experiences at DEN and welcome any suggestions or comments to strengthen our entire team. As an example, Gerrit and Miriam will gain insights from Marcy Garcia- Ybarra, Administrative and Diversity Director for Metrix, as she recently helped create and deploy EDI improvements for the DEN Commerce HUB.

Our support continues beyond just hiring MWBEs to meet a numerical goal. Internally, we are already devising a DEN QA training program by leveraging the extensive aviation experience of Yeh, Atkins, and HNTB. With Parker, Rob and Christi leading this effort to set inspectors up for success, we offer a streamlined, efficient field leadership team as a direct link between DEN PMs and inspection staff. The foundational elements of our training program include:

DEN Policies & Goals	QA Program Expectations	TO Level Requirements
Security and badging	Introduction to Yeh team	Introductions to DEN PM
Airport operations	Mobile device/tablet set-up	FAA/CDOT specifications
Airfield driving	Office space	Required certifications
Gate access vehicle tags	Field equipment/supplies	Maintenance of traffic
Insurance requirements	DEN cloud-based systems	Route maps (airfield)
Customer experience	Invoicing	Materials testing plan
Safety (ROCIP)	Issues resolution	Tracking quantities
Sustainability	Stakeholder experience	Environmental

F. Past Performance

Yeh's internal EDI success. Our proposed, committed workforce to DEN QA On-Call Contract consists of 17% of female and 17% of minorities or 34% combined. As an example of our dedication to find, encourage and support women and minority employees, several senior engineers have started their own firms utilizing their opportunities, experience and knowledge gained from their time with Yeh. Granite Engineering is a great example of Yeh's promotion and equity of minorities as Ming Lim, PE, and John Ibarra, were formerly with Yeh's Colorado Springs office. Ming and John started Granite Engineering Group, a MWBE partner on our team, and relied on Yeh's leadership to gain connections and become a rising DBE/MWBE firm in the industry.

Yeh's external EDI success. Currently, Parker is managing the CCD On-Call Inspection, Testing, Design and Environmental Assessment contract, with a requirement to meet 20% MWBE participation. To date, Yeh is above 30% MWBE participation and works closely with our MWBE teaming partners to share the workload. For example, in 2020, Yeh was approached to provide a topographical survey, a service that was not included in the original on-call scope, for future design of a Parks maintenance building. Parker reached out to J.F. Sato, one of our MWBE subconsultants on the contract and helped get an on-call TO awarded to them to provide the requested services.

Efforts and initiatives towards youth mentorship and development, employee recruitment, training, development, and succession planning to promote EDI. Tapping into Miriam Long's experience, engagement at all levels of the community is best accomplished through a variety of formal and informal opportunities that optimize chances to include as many groups of people as possible. In an example, Miriam hosted coffee and conversations with LA Metro, allowing a platform for open communication with all levels of Metro staff about opportunities to work on the program. On a given day, an informal meeting could take place with Metro executives to get feedback on an elevator speech, or open-ended question could be explored with decision makers for mentorship and comradery.

Promoting values to both businesses and the communities they serve. Atkins and HNTB have previously participated in the mentor/protégé program with CDOT and DEN, bringing invaluable knowledge and experience for the DBE firms to our team:

Mentor/Protégé Program Success		
Mentor	Protégé	Results
Atkins	Hg	Mentorship for start-up tasks including client meetings, presentation skills and best practices for marketing. Hg quickly achieved one of their measurable goals and was awarded prime contracts for CDOT NPS General Engineering Services (Front Range and Western Slope).
Atkins	Best	Adjusted Best's business practices to support CDOT projects by hiring an operations manager/ project manager to support project execution.
HNTB	LS Gallegos	Mentorship for (and then subcontractor to) LS Gallegos (LSG) during their pursuit as prime for the DEN Special Project Group PMSS/Great Hall program. LSG won the multi-year, multi-million- dollar contract.

HNTB 2021 CHAMPION OF INCLUSION

Awarded to HNTB by the ACI - North America, the Champion of Inclusion award recognizes HNTB for successful leadership and achievement in the inclusion of new diverse business, workforce diversity, outreach, and advocacy.

G. Proposer's Culture

Company policy and programs that advance EDI priorities. President Shan-Tai Yeh established Yeh as a DBE/MWBE firm in 1999. Shan-Tai is committed to increasing visibility of Yeh as an employer that considers diversity a strength and core value. Gerrit continues to strengthen Yeh's outreach and involvement with the DBE/MWBE community and is tasked to grow Yeh's relationships in the same manner. To enhance these efforts, Miriam will attend community meetings and speak on behalf of Yeh to expand new and existing relationships.

Employment practices of recruitment/hiring, employee development/advancement and training. Miriam will be available to enrich the perspective of our partners' executive management and encourage an improved understanding of how critical EDI elements are. **Atkins, for example, has recently strengthened its corporate training to include modules on unconscious bias, neurodiversity, and communication styles targeted towards inclusivity, and will provide similar training to Yeh and our MWBE partners.**

Valuing and actively collaborating through partnerships with subcontractors. When DEN announced at the December 8th "Doing Business at DEN" workshop that non-MWBE firms would be "highly encouraged" to serve as subcontractors to an MWBE prime on this contract, **the decision for Yeh and Atkins to team was an easy one.** Our two firms have a strong working relationship that dates back over 20 years, and the trust and good will we have established gives both firms confidence in our ability to work cohesively to deliver work to DEN's complete satisfaction. Our firms share cultures with values that are in close alignment, including a joint commitment to our stated goals of quality, innovation, safety, and integrity. Yeh's staff will continue to be mentored by Atkins in all facets of project delivery, setting up our firm for continued growth within the industry.

With the support of Atkins and HNTB, we know the Yeh team has the capacity, experience, and expertise to deliver growth potential to DEN for this contract, allowing Yeh grow and become the next Atkins or HNTB and can support one of our MWBE partners as they proceed to Prime their first pursuit at DEN.

H. Future Initiatives

Roadmap for the next 5 years to promote EDI. We will look 5 years ahead by engaging with communities and MWBE firms now, letting them know that future contracts such as the DEN QA On-Call Contract will continue to come in, and we will provide teams with tips for how to prepare now. We know our MWBE firms provide further value by offering employment opportunities to disadvantaged individuals and the communities where they work.

Practices to use for youth mentoring and development, employee recruitment, training, development, and succession planning to promote EDI. In 2018 and 2019, Atkins participated in the Next Generation City Builders program, which was a partnership with the CCD, Denver Public Schools and Scholars Unlimited. The program was suspended during the COVID-19 pandemic.

The program deeply engaged youth of diverse backgrounds in STEM-based learning opportunities as a strategy to address Denver's workforce gaps while exposing young- learners to STEM careers associated with expanding investments in the physical infrastructure in their city and neighborhoods.

Additionally, the Yeh team is aware of DEN's future plans for the Center of Excellence and Equity in Aviation. This initiative is set forth to provide education and business opportunities to the greater Denver community, as well as entities interested in working at or with DEN. The Yeh team recognizes the value the Center will bring to the aviation industry and supports its inclusive environment, aimed at reaching those who may not have an aviation background but want to learn more about the field.

Plans to promote these values to both businesses and communities that we serve. We will continue to strengthen opportunities with the MWBE community with the support of Miriam, who brings 40 years of experience in EDI to deepen the pool of MWBE participation. This contract is a launching pad for a measurable increase in the number of small disadvantaged and women owned firms to stimulate economic advancement for the metropolitan region.

A plan on paper will remain on paper unless goals and established metrics are regularly tracked and reported to DEN through the life of the contract. This is our Final MWBE ED&I Plan presented above. We will continue to engage with the DEN Commerce HUB, DEN Contract Manager, and each of our subconsultant firms to revise our MWBE ED&I plan as needed for DSBO's continued approval. The following is a list of EDI goals that will plan on monitoring and tracking throughout the contract duration:

1. Achieve the 30% MWBE Contract Goal (our stretch goal is 40% or greater).
2. Engage newer MWBE subconsultants to grow by 2 new staff members in years of active work.
3. Track attendance at workforce recruitment events (quarterly).
4. Collect feedback from Yeh sponsored events via QR code to produce a Net Promoter Score on categories such as, "how likely are you to attend again?"

From these metrics, we will make modifications to improve and strengthen our EDI plan, creating a standard setting model that can be used by DEN for future RFP requests. Yeh brings EDI perspectives from 2 major firms, 7 local DBE/MWBE partners and 1 EDI expert with over 40 years of experience helping promote Equity, Diversity, and Inclusiveness in communities and in business.

We have a solid starting point from which to promote EDI, and the Yeh team is excited to see how our MWBE partners will grow throughout and beyond this contract.

SIGNATURES ON THE FOLLOWING PAGE

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

City & County of Denver
Division of Small Business Opportunity Representative

By: Brittany Eroen
Signature

Name: Brittany Eroen
Printed Name

Title: Compliance Supervisor, DSBO
(delegated authority from DSBO Director)

Date: May 11, 2022

Prime Firm: Yeh and Associates, Inc.

By: Peter L. Mertes
Signature

Name: Peter L. Mertes
Printed Name

Title: Principal, Vice President

Date: May 5, 2022