

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date stated on City's signature page below (the "Effective Date") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation ("City"), and **BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.**, a corporation organized under the laws of the state of Delaware and authorized to do business in Colorado ("Bombardier" or "Contractor") (collectively "Parties").

WITNESSETH:

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

WHEREAS, City desires to obtain services to operate and maintain the Automated Ground Transportation System ("AGTS" or "System") which includes furnishing all labor, tools, supplies, equipment, materials and related appurtenances at the Airport in accordance with the provisions of this Contract; and

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

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

ARTICLE I LINE OF AUTHORITY

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

ARTICLE II DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. Scope of Services.** Contractor will provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached **Exhibit A** ("Technical Conditions" or "Work") in accordance with schedules and budgets set by City.
- B. Standard of Performance.** Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Contractor hereby represents and warrants to City it will perform its services skillfully, carefully, diligently, and in a first-class manner. Contractor agrees and understands City, in its reasonable discretion, shall determine whether services are provided in a first-class manner. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

C. Key Personnel Assignments.

1. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that Contractor's and the subcontractor's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.
2. If, during the term of this Agreement, the Project Manager determines that the performance of approved key personnel is not acceptable, the Project Manager shall notify Contractor, and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance. If the Project Manager notifies Contractor that certain of its key personnel will not be retained on this project, Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the notice. Such substitute personnel shall be approved in writing by the Project Manager.
3. Neither Contractors, subcontractors, nor any subject personnel shall perform any work at the Airport other than such as defined in Scope of Work, *Exhibit A*, except when permitted through written permission from the SVP.

D. Subcontractors.

1. Contractor shall notify the City of their list of subcontractors as well as any future additions or deletions to their subcontractor list.
2. Contractor is subject to D.R.M.C. § 20-112 wherein Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

E. Ownership and Deliverables. Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by the Contractor or any custom development work performed by the Contractor on or before the day of payment shall become the sole property of the City. Contractor also agrees to allow the City to review any of the procedures the Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three years after termination of this agreement. Upon written request from the City, the Contractor shall deliver any information requested pursuant to this Article II, Section E within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist. Except as expressly stated, nothing herein shall be construed to directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder.

- F. Warranty.** The Contractor warrants that all parts, materials, components, equipment, systems and other items incorporated into the Work shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce quality Work that is free of faults and defects. The Contractor, when requested, shall furnish the City with satisfactory evidence of the kind and quality of materials and equipment proposed to be incorporated into the Work. The Contractor further warrants that the processes and methods employed to perform the Work shall have in the past proven to be suitable for the results expected. If the Contractor proposes to use unproved or untried processes, products or methods, the Project Manager must be advised of that proposal, in writing, prior to using the proposed process. The City may permit such experimentation, and it may require special guarantees of the Contractor to cover the Work produced by any new and untried process, method or product.
- G. Inspection.** Persons who are employees of the City or who are under contract to the City may be assigned to inspect and test the Work. The Contractor shall permit these inspectors unlimited access to the Work and provide, at no cost to the City, means of safe access to the Work. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. City shall coordinate inspections with the Contractor to minimize the impact on Contractor's operations.

ARTICLE III TERM AND TERMINATION

- A. Term.** The Term of this Agreement shall commence on January 1, 2018 and shall terminate seven (7) years from the Commencement Date, unless sooner terminated in accordance with the terms stated herein ("Expiration Date"). Should for any reason the Term expire prior to the completion by Contractor, in the CEO's sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.
- B. Termination.**
1. City has the right to terminate this Agreement without cause on sixty (60) days prior written notice to Contractor, and with cause on fifteen (15) days prior written notice to Contractor. In the event of termination by City for cause, Contractor shall be allowed five (5) days to commence remedying its defective performance, and in the event Contractor diligently cures its defective performance to City's satisfaction, within a reasonable time as determined solely by City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.
 2. If Contractor is discharged before all the services contemplated hereunder have been completed, or if Contractor's services are for any reason terminated, stopped or discontinued because of the inability of Contractor to provide services in accordance with the terms of this Agreement, Contractor shall be paid only for those services deemed by the CEO satisfactorily performed prior to the time of termination.

3. Upon termination of this Agreement by City, Contractor shall have no claim of any kind whatsoever against City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of City, Contractor shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Maximum Contract Liability.

ARTICLE IV COMPENSATION AND PAYMENT

- A. Maximum Contract Liability.** Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of One Hundred Sixty One Million Nine Hundred Forty Six Thousand Nine Hundred Thirty-Four Dollars and Fifteen Cents (\$161,946,934.15) ("Maximum Contract Liability").
- B. Payment.** Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source, City has no obligation to make payments from any other source. City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.
- C. Payment Schedule.** Subject to the Maximum Contract Amount set forth in this Agreement, Contractor's fees and expenses shall be paid in accordance with this Agreement and **Exhibit A**. Unless otherwise agreed to in writing, Contract will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et seq., subject to the Maximum Contract Liability set forth above. Contractor understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursed unless Contractor receives prior written approval of the Project Manager, and be related to and in furtherance of the purposes of the Contractor's engagement.
- D. Invoices.** Payments shall be based upon monthly progress invoices and receipts submitted by Contractor, audited and approved by City and this Section, as follows:
 1. A clear description of the work performed during the period covered by the invoice.
 2. A statement of hours spent where billing is based upon hourly rates. Time records shall be maintained by Contractor and shall be available for examination by City, at City's request.
 3. The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.
 4. Contractor shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

5. The signature of an officer of Contractor or his/her designee, along with such officer's/designee's statement they have examined the invoice and found it to be correct, shall be included on all invoices.
6. City reserves the right to reject and not pay any invoice or part thereof where the CEO determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

E. Carry Over and Carry Back. If Contractor's total fees for any of the services described above are less than the amount budgeted for, the amount by which the budget exceeds the fee may be used, with the written approval of the CEO or their designee, to pay fees for additional and related services rendered by Contractor in any other services if in the CEO or her designee's judgment, such fees are reasonable and appropriate.

ARTICLE V INSURANCE, INDEMNIFICATION, PERFORMANCE BOND, AND DISPUTE RESOLUTION

A. Insurance.

1. Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, and business automobile liability. Upon execution of this Agreement, Contractor shall submit to City an Acord form which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.
2. City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by City's Risk Management Administrator.
3. Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.
4. Unless specifically excepted in writing by City's Risk Management Administrator, Contractor shall include all subcontracts performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Contractor shall insure that each subcontractor complies with all of the coverage requirements.

5. City in no way warrants and/or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, or employees. Contractor shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.
6. The Parties hereto understand and agree that City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City and County of Denver, its officers, officials and employees.

B. Indemnification. The Contractor hereby agrees to defend, release, indemnify and save harmless the City, its officers, agents and employees from and against (1) any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, actions or omissions of the Contractor or those performing under it in connection with its operations or performance of work under this Contract or the occupancy of city-owned property or other property upon which work is performed under this Contract, and including acts and omissions of the Contractor's employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting (1) from the negligence of the City's officers, agents and employees, and (2) from the Contractor's performance of work requiring the application of the Contractor's professional skills, training and judgment (such as the preparation of professional reports or opinions) if such work was not performed in a negligent manner. The Contractor's obligations set out in this paragraph shall survive the termination of this Contract. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, in accord with the provisions above.

C. Payment and Performance Bond.

1. A Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.
2. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred

and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to Section 3.2 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

3. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.
4. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of Five Hundred Thousand (\$500,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.
5. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as Exhibit D. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

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

E. Liability Of Contractor.

1. Except for claims for bodily injury or death and notwithstanding any other provision of this Agreement, the liability of the Contractor to the City for any damages, including loss or damage to property of the City or third parties whether in contract, in tort or otherwise, shall not exceed:
 - a. The amount of insurance coverage required to be carried by the Contractor under this Agreement, plus the total amount of any deductible payable by Contractor under the applicable insurance policy or policies, if such liability is covered by insurance; or
 - b. A total of \$20,000,000 per Contract Year if the liability is not covered by insurance. An uninsured liability subject to this paragraph E (1) (B) will be counted against the aggregate liability of the Contract Year in which the event or the events giving rise to the liability occurred.

2. The limitation stated in this Section E shall not apply to liability arising from misconduct by the Contractor.
3. The limitation stated in this Section E shall not apply unless the Contractor has maintained in force, and complied with all of its obligations in connection with, all insurance it is required to carry under this Contract.
4. Except with regard to the aggregate dollar limitation, the provisions of this Section E shall not limit or otherwise affect the City's rights or the Contractor's obligations under this Contract.

ARTICLE VI PROTECTION OF PERSONS AND PROPERTY, COORDINATION

A. Safety. The Contractor is responsible for the health and safety of its employees, agents and subcontractors, and for other persons who perform work under this Contract, and for the safe operation of the AGTS. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons and passengers from injury, death or loss. Such actions shall include, but are not limited to:

1. Compliance with all applicable City, state or federal laws, occupational health and safety laws, ordinances, rules and regulations, Executive Orders and other orders. The City shall have the right at any time to request a safety compliance review by the Occupational Safety and Health Administration (OSHA) of the Contractor's and its Subcontractor's and Supplier's safety policies, practices and procedures.
2. Preparation and implementation of a Contractor's safety program complying with all of the requirements stated above.
3. Other such actions as may be deemed prudent by the City.

B. Protection of Property.

1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage to, or loss of:
 - a. All or any part of the AGTS and all or any part of materials and equipment to be incorporated therein, whether in storage on or off the work site, under the care, custody or control of the Contractor, its subcontractors, manufacturers, materialmen or suppliers of any tier;
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, Executive Orders and lawful orders of any public authority bearing on the safety of property or its protection from damage or loss and further, shall cooperate and keep the City and other contractors informed of all of the Contractor's precautions for the protection of the Work.
3. The Contractor shall be solely responsible for the design, installation, maintenance, bracing, shoring, and securing of temporary structures required in the execution of the Work. The Contractor shall take all reasonable precautions to ensure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will

endanger its safety at any time during the execution of the Work and shall provide for the adequacy and safety of all scaffolding and hoisting equipment.

C. Coordination.

1. The Contractor shall obtain the approval of the Project Manager and notify all other affected persons or other contractors at least forty-eight (48) hours before starting work that may block access or otherwise cause undue difficulty to occupants or users of property affected, and shall restore such access to a usable condition or, with the Project Manager's permission, provide replacement access as soon as possible.
2. The Contractor shall provide safe access to and through the Work site to accommodate City approved tours. When the City plans to conduct or authorize a site tour of the Project, the Project Manager will attempt to give the Contractor forty-eight (48) hours' advance notice and, if time is available, attempt to make necessary arrangements with the Contractor to facilitate the tour and mitigate disruptions to the Contractor's operations.
3. Without limiting the foregoing, Contractor shall coordinate and organize its Work so as to avoid interference with the operational requirements of the City's Municipal Airport System.

D. Compliance with Environmental Requirements.

1. The Contractor in conducting any activity on the Airport shall comply with all 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 Materials or Special Wastes to the environment. 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), 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.
2. In addition, Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180 (Environmental Management) and DIA's Environmental Policy, both available at www.flydenver.com/biz/index.asp. These Environmental Requirements include, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, petroleum products; the National Environmental Policy

Act (NEPA); the Clean Water Act (CWA); and all other federal, state, and local water, wastewater, and air quality regulations.

3. The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.
4. Upon request, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.
5. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.
6. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it 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 the Contractor of any pollutant or hazardous material on or about the Airport.

ARTICLE VII GENERAL TERMS AND CONDITIONS

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

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

C. Compliance with all Laws and Regulations. All of the work performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver.

D. Compliance with Patent, Trademark and Copyright Laws.

1. Contractor 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. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.
2. Contractor further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section I, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

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

by Contractor to:

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

And by City to:

Bombardier
1501 Lebanon Church Road
Pittsburgh, PA 15236-1491

Attn: Director Contracts and Legal Airport O&M and Director Airport O&M Services

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

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

G. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Contractor that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

H. Governing Law; Bond Ordinances; Venue.

1. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of City and County of Denver, and the ordinances and regulations enacted pursuant thereto.
2. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.
3. Venue for any action arising hereunder shall be in City and County of Denver, Colorado.

ARTICLE VIII STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness.

1. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.
2. The Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

B. Small Business Enterprises. Contractor is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is 0%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors and subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded 0%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

C. City's Non-Discrimination Policy. In connection with the performance of Services under this Agreement, Contractor agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Contractor further agrees to insert the foregoing provision in all subcontracts hereunder

D. Prevailing Wage.

1. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement (*See Exhibit F*). The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.
2. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.
3. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.
4. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages

so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

5. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the CEO may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.
6. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the vendor attaches to his/her proposal a Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the vendor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule.

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

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

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

G. Examination of Records.

1. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, 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 Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number. City shall make a good faith effort to inform the Contractor if federal funds are used to pay for any of the services performed under this contract.
2. Contractor agrees until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of City, including the CEO, City's Auditor or their representatives, shall have the right to examine any pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement, 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.

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

I. City Smoking Policy. Contractor 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.

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

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to City.

K. Prohibition Against Employment Of Illegal Aliens To Perform Work Under this Agreement.

1. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.
2. The Contractor certifies that:
 - a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - b. It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Contractor also agrees and represents that:
 - a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
 - e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and City within three days. The Consultant will also then terminate

such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

- f. It will comply with any 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 City Auditor under authority of D.R.M.C. §20-90.3.

L. Funding Source. Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source.

M. Security. It is a material requirement of this Agreement that Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Contractor or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

1. Upon execution of this Agreement, Contractor shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Contractor's operations under this Agreement. Contractor shall obtain the proper access authorizations for all of its employees and subconsultants who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of Contractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.
2. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, Contractor shall take

N. Force Majeure. Neither party shall be liable for any failure, delay or interruption of the performance of its obligations hereunder due to causes or conditions beyond the control of that party, including, without limitation, acts of God, explosions, fire and other accidents. For the purposes hereof, strikes, lockouts and labor disputes are not considered to be causes or conditions beyond the control of either party herein, and will not relieve either party of liability caused by any failure, delay or interruption in their performance under this Contract. In the event of any failure, delay or interruption caused by a strike, lockout or labor dispute, the parties shall allow each other reasonable opportunity to seek alternative sources of supplies or labor before seeking enforcement of any rights for damages due to the failure, delay or interruption.

O. Change In Law. If during the term of this Contract any unforeseeable changes in such laws, ordinances, rules and regulations, or orders occur which result in actual significant increased costs to the Contractor, the Contractor may submit to the City a written request for an equitable adjustment to reimburse it for such costs. The request shall include documentation of the

costs claimed by Contractor, identification of the change in law, ordinance, rule, regulation or order which caused the increased costs and a statement of the reasons why the change was not reasonably foreseeable and the reasons why the change caused the increased costs. The Manager may in his discretion grant or deny an equitable adjustment after review of the information submitted by the Contractor.

ARTICLE IX STANDARD FEDERAL PROVISIONS

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

B. DEN Security. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Contractor covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Contractor within fifteen (15) days from the date of the invoice or written notice.

C. Federal Rights. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

ARTICLE X CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This agreement consists of Articles I through XI which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendices:	Standard Federal Assurances
Exhibit A:	Scope of Work
Exhibit C:	Certificate of Insurance
Exhibit D	Performance Bond
Exhibit F	Prevailing Wages

In the event of an irreconcilable conflict between a provision of Articles I through XI 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 A
Articles I through XI hereof

Exhibit A
Exhibit C
Exhibit D
Exhibit F

ARTICLE XI CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall not become effective or binding on City or Contractor, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either party in the manner specified by City.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201734112-00

Contractor Name: BOMBARDIER TRANSPORTATION
(HOLDINGS) USA INC.

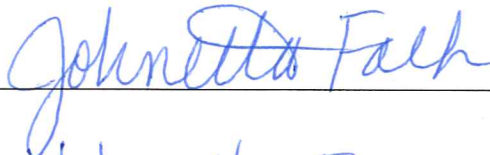
By: 

Name: Douglas V. Heitzenrator
(please print)

Title: Civil/Mechanical Engineering Mgr.
(please print)



ATTEST: [if required]

By: 

Name: Johnetta Falk
(please print)

Title: Secretary
(please print)



Contract Control Number:

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:

By _____

By _____

By _____



EXHIBIT A TECHNICAL CONDITIONS

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TECHNICAL CONDITIONS

1.0 INTRODUCTION

1.1 Statement of Work

1.1.1 The Contractor shall perform the operation and maintenance duties set forth herein, including:

1. Central Control Operations
2. Training
3. Certifying/recertifying control operators, technicians, and equipment (including AGTS vehicle/trains and the Maintenance Service Vehicle)
4. Scheduling and running of trains according to DEN directive
5. Initiating and supervising train movement
6. Effecting the addition to or removal of trains from service
7. Effecting train and passenger emergency procedures
8. Supervising and effecting the removal of disabled vehicles from the System
9. Data collection, analysis, and reporting as specified
10. Conducting service availability monitoring
11. Performing cleaning and preventive, corrective, and major maintenance on System components
12. Management and Replacement of parts for the current AGTS consisting of 31 train cars, 1.5 miles of wayside dual guideway, 24 switches, and 80 station doors.

1.1.2 The Contractor shall provide all required personnel, supplies, tools, and materials necessary to perform, and shall perform the administration of the AGTS operations and maintenance program. Operations and maintenance administration includes, but is not limited to, operations and maintenance payroll, management payroll and benefits administration, personnel training, and inventory control.

1.1.3 All maintenance services on the AGTS shall be performed by the Contractor in accordance with the approved Maintenance Plan and Maintenance Manuals. The maintenance services under this Contract shall include but not be limited to the Contractor furnishing labor, tools,

equipment, and material necessary to accomplish the inspection, cleaning adjustment, preventative maintenance, lubrication, repair, testing, replacement of parts and equipment, supplying the spare equipment, consumables and expendables, necessary for the maintenance and repair of the system. The Contractor shall propose, as appropriate to the AGTS Administrator, a Capital Asset Replacement Program to overhaul, rehabilitate, refurbish or replace major components, equipment and facilities, that has reached the end of its design life , cannot be maintained to perform within specified limits, exhibits a measurably higher failure rate, or ceases to be economical to maintain. Examples include but are not limited to:

- Bogie/Suspension – ring gears
- Couplers
- Power, Signal, and Ground Rail replacement
- PDS and Wayside elements
- Air Conditioning Package units

The Contractor and the AGTS Administrator will mutually agree to the design life based on annual assessments.

1.2 Acronyms and Definitions

1.2.1 AGTS—Automated Guideway Transit System (used interchangeably with APM)

1.2.2 APM—Automated People Movers (used interchangeably with AGTS)

1.2.3 DEN—Denver International Airport (used interchangeably with The City)

1.2.4 The City—The City and County of Denver (used interchangeably with DEN)

1.2.5 Incentive Payments— Any amounts in excess of the stated regular compensation, which are paid to the Contractor as a result of applying payment factors of 1.01 or greater.

1.2.6 Downtime Event—An event in which one or more System-related problems cause an interruption of the normal service provided by the desired mode for a period in excess of three (3) minutes. When such an interruption occurs, downtime for the event shall include all the time from the beginning of the interruption until all trains stopped on the guideway are restarted and normal operation in the scheduled mode is restored.

1.2.7 Total System Shutdown—A situation in which passengers cannot be transported in the AGTS between the Terminal and the Concourses.

1.3 Reporting of Accidents

- 1.3.1 The Contractor shall notify the DEN Communications Center and/or the AGTS Administrator, as soon as possible, but no later than within one hour, of any System safety, passenger safety, and/or Severe Occupational safety/injury, requiring medical treatment, of an employee, and/or operational incidents. The Contractor, within forty eight (48) hours of incident, shall report in writing to the AGTS Administrator all accidents arising out of or in connection with the services which result in injuries or property damage, giving full details and statements of witnesses.
- 1.3.2 The report shall include a complete description of the accident including an explanation of what occurred, the root cause and the actions taken by all parties and proposed follow-up action to avoid reoccurrence. The Contractor shall also in a timely manner make available its employees to talk to investigators of the accident and to testify in court proceedings. Contractor and any party may elect to have their counsel present during such talks.

2.0 EMPLOYEES

2.1 DEN's Right to Approve

- 2.1.1 The City retains the right to accept or reject the Contractor's planned selection of any of its personnel to be assigned to the Denver International Airport AGTS site.

2.2 Site Manager

- 2.2.1 The Contractor shall assign a qualified and experienced person as the Site Manager, who shall be directly employed by the Contractor, to be responsible for overseeing and directing the operation and maintenance services. The Site Manager shall be responsible for all day to day operations at the Airport and shall have the overall responsibility and authority to assure the Contractor's compliance with this Contract. The Site Manager or their authorized representative shall be on-call to address and/or coordinate activities on site (24/7).

2.3 Minimum Personnel

- 2.3.1 The Contractor shall submit their minimum staffing requirements based on the baseline operating schedule given in section 6.1.2 and the system/vehicle maintenance requirements to meet performance levels outlined in this contract. The minimum site specific, full time personnel staffing levels required for this contract shall include, but not be limited to:

1. Site Manager
2. Service Delivery Center Coordinator (SDC)
3. Engineering Supervisor
4. Three (3) Field Service Engineers

5. Three (3) Shift Operations Supervisors
6. One (1) Health and Safety/Environment Advisor
7. 58 APM Technicians
8. One Operations Manager
9. One Maintenance Manager
10. Two (2) Maintenance Supervisors
11. One (1) Stores Coordinator/Buyer

2.3.2 Nothing in this agreement precludes the Contractor from employing additional staff at the Contractor's cost to meet required service levels and properly maintain the System.

2.3.3 If DEN changes the AGTS fleet size, staffing changes may be agreed upon between DEN and the Contractor in writing. If the maintenance team can be reduced due to the reduction of service or an increase in efficiency, the cost to the City shall be reduced accordingly.

2.4 Exclusive Performance

2.4.1 All employees working under this contract shall be exclusive to this contract. The Contractor's employee(s) shall not perform any outside work at the Airport or any location other than DEN, except as approved in writing by a DEN authorized representative. When such other work is approved, it is expressly understood DEN's needs have precedence over any such work

2.5 Employees Not Covered by Prevailing Wage or Trade Union

2.5.1 While the Contractor's staff (Managers, Engineering Supervisor(s), Site Engineers, Field Service Engineers, and all Supervisors) may not be governed by the City's "Prevailing Wage" Ordinance or trade union requirements, the City requires the Contractor to compensate each staff member at a rate which is at least 10% greater than the hourly rate the highest paid APM Mechanic (including shift differential).

2.6 Uniforms and PPE

2.6.1 The Contractor shall furnish employees with appropriate uniforms approved by the City. PPE shall be worn by employees as outlined by the Contractor's safety plan.

2.6.2 The uniforms must be worn at all times and shall have proper identification of Contractor. The appearance of the Contractor's employees shall be clean and neat.

2.6.3 DEN reserves the right to approve or reject all uniform designs.

2.6.4 Contractor shall follow all OSHA standards while in the performance of their job duties under this Contract.

2.7 Employee Conduct

2.7.1 The Contractor's employees shall perform their work in a professional manner.

2.7.2 The Contractor will ensure that its personnel will not accept or solicit gratuities for any reason from the passengers, tenants, customers or other persons using the AGTS.

2.7.3 The Contractor shall be responsible for ensuring that all articles found by its employees are turned in to DEN's Lost and Found Office within two (2) hours of finding said article(s). If the Lost and Found office is closed the item must be turned in at the beginning of the next Business day.

2.7.4 Pursuant to the requirements imposed by the City, TSA and the FAA, the Contractor hereby consents to reasonable searches and/or inspections of its employees, its employee's handbags, and its employee's lockers. The Contractor hereby warrants to the City that it will require its employee's consent to the above searches, as part of the employment contract. The City may make reasonable attempts to notify Contractor's Site Manager or designee whenever it or the appropriate authorities intend to conduct searches and/or inspections.

2.8 Employee Parking

2.8.1 The Contractor must obtain airside vehicle permits for company vehicles as required, providing the company complies with all rules and requirements.

2.8.2 Contractor or its employees must obtain parking permits from the Airport at no expense to the City.

2.9 Employee Badging

2.9.1 All employees working at DEN shall wear Airport ID badges at all times while performing work under this contract. All costs associated with employee ID badging shall be borne by the Contractor.

3.0 TRAINING

3.1 Training and Periodic Testing

3.1.1 The Contractor shall employ and train all operators and maintenance personnel required for the performance of this Contract. In addition to the training of the initial personnel staff, the Contractor shall train replacement personnel as needed to meet staffing requirements. All training records must be maintained and made available upon request by DEN.

- 3.1.2 The Contractor shall also place in effect a testing program whereby personnel within a specific job classification or with specific duties are tested initially and periodically retested for proficiency within that job classification or for those duties. With concurrence by the AGTS Administrator, certain job classifications may be exempted from such testing or retesting.

4.0 OFFICE SPACE, OFFICE EQUIPMENT, AND JANITORIAL

4.1 Office Space and Utilities

- 4.1.1 The City shall provide job related office space, work shop space and storage space for parts, supplies, tools and equipment at no cost to the Contractor. Offices shall be used for the purposes of this Contract only.

- 4.1.1.1 DEN shall not reimburse for any additional office equipment costs. Examples include copiers, refrigerators, dishwashers, or move-in and move-out costs, etc. The Offices shall be used for the Contractor business only.

- 4.1.2 The City shall pay the costs of all Utilities (electric, heat, water, sewage, etc., except for telephone, television services, and internet) used in the operations and maintenance of the AGTS. In addition the City will pay costs associated with the permitting of the facility such as fire inspections, water backflow devices, and building permitting. Incidental permit costs such as those required by Denver Fire Department for special events the Contractor will cover the costs.

- 4.1.3 Hazardous Waste

- 4.1.4 DEN shall not, with the exception of train car tires and train car batteries, be responsible for the abatement, collection, disposition or handling of hazardous waste or hazardous materials generated by Contractor's operations hereunder including operation of the AGTS system.

4.2 Janitorial and Cleaning Responsibilities

- 4.2.1 The Contractor shall be responsible for providing janitorial and cleaning services to the following areas:

1. Maintenance and Storage Facility
2. Central Control Room
3. Administrative Offices
4. Power Distribution Substations
5. Station Equipment Rooms
6. Train Tunnel

4.2.2 The Contractor shall be responsible for the cleaning (including power washing) of the exterior of the train cars as outlined in the approved preventative maintenance schedule.

4.2.3 The Contractor shall be responsible for cleaning the interior of the train cars, interior windows, and routine emergency tunnel paths.

5.0 SPARE PARTS, TOOLS, AND OTHER EQUIPMENT

5.1 Spare Parts, Tools, Equipment, Expendables, and Consumables

5.1.1 The Contractor is responsible to supply all AGTS parts, tools, and other equipment. The Contractor shall promptly repair or replace all damaged or defective parts, components or materials, regardless of cause, including those due to vandalism, acts of God, theft, or parties not under contractor control.

5.1.1.1 DEN will not reimburse for any items above. Examples include fork lifts, golf carts, jacks, etc.

5.1.2 In performing this Contract, the Contractor will maintain an inventory of spare parts, equipment, tools, expendables, and consumables as listed in the table below. Additional items shall be added to this inventory based on the Contractor's experience or the item's long lead order time with the approval of the AGTS Administrator. All spare parts, equipment, expendables, tools, and consumables shall normally be kept in the Maintenance and Storage Facility or other DEN approved on-Airport location and recorded in the Contractor's CMMS.. The City will audit these records, based on the required spares list, on an annual basis as determined by the Contractor and the AGTS Administrator.

5.2 Automobiles and Maintenance Service Vehicle

5.2.1 The Contractor must furnish all vehicles required to perform this Contract. Which includes automobiles/pickup trucks/SUVs and the maintenance service vehicle; all vehicles must be in good and safe working condition for the duration of this contract. All street legal vehicles must be 5 model years old or less with an odometer reading of no more than 100,000 miles. Vehicles shall be the property of the Contractor and will be insured and licensed as required by Airport, City, State, and Federal requirements.

5.3 Use of Maintenance Service Vehicle

5.3.1 The Contractor shall cooperatively work with DEN and share the Maintenance Service Vehicle and one Contractor escort, for a mutually agreed upon number of nights to move appropriate materials for use of the MSV between airside concourses and the Main Terminal, to accomplish facilities and equipment maintenance related to the AGTS and baggage tunnels. This mutually agreed number of nights will balance the operational needs and the AGTS maintenance needs.

- 5.3.2 The Contractor and the AGTS Administrator will conduct monthly planning meetings for all upcoming projects, and maintenance in the next month. The Contractor and the AGTS Administrator shall mutually agree upon a plan to balance the operational demands and the projects/maintenance demands with minimal impact to both the Contractor and DEN.

6.0 OPERATIONS REQUIREMENTS

6.1 Hours of Operation

- 6.1.1 Hours of operation are based on a 24/7/365 schedule. The AGTS Administrator will issue a monthly operating schedules to meet the operational requirements (passenger demand). The AGTS Administrator shall make every effort to balance the operational requirements with the systems maintenance requirements. If the DEN AGTS Administrator does not issue a monthly schedule, the Contractor shall run the baseline schedule as outlined in section 6.1.2. On occasion, operational requirements may necessitate extending or reducing System operation beyond the normal operating hours or altering the mode of operation. The Contractor shall accomplish this at no additional cost to the City.
- 6.1.2 The Contractor will be entitled to additional compensation if scheduled vehicle-hours exceed the baseline schedule by 3% during any calendar year (January-December) at a rate of \$35/vehicle-hour.

The Contractor and the AGTS Administrator shall work together to balance the APM maintenance needs and DEN operating needs by providing written notification of maintenance needs and operating schedule 14 days in advance of the beginning of the next month. The City reserves the right to make adjustments thereafter based on passenger demand and/or maintenance needs. For Contractor to perform its preventive and corrective maintenance modified routes may need to be run between the hours of 10PM and 6AM, when mutually agreed upon between the Contractor and the AGTS Administrator.

Baseline Operating Schedule (All trains are four car trains)

10pm to 1am – 4 trains, short loop

1am to 4am – 1 train, shuttle

4am to 6am – 4 trains, Short loop

6am to 12pm – 7 trains, long loop

12am to 5pm – 5 trains, short loop

5pm to 10pm – 6 trains, short loop

- 6.1.2 AGTS maintenance shall be scheduled by the Contractor. The Contractor and the AGTS Administrator shall ensure maintenance needs are met, in such a way that the interference with the operation of the AGTS is minimized. To minimize operational impact, maintenance of equipment may have to be done at night or in off-peak periods.
- 6.2 Emergencies
 - 6.2.1 The Contractor shall, in conjunction with first responders, be responsible to conduct and carry out any and all passenger evacuations and respond to any emergencies associated with the AGTS.
- 6.3 Operational Decision Making
 - 6.3.1 All policy decisions regarding the System's operation shall rest with the City. Decisions such as the hours of System service and levels of service to be offered shall be decided by the City. When officially notified by the City of a decision regarding the above matters, or any other matter that the AGTS Administrator classifies as a policy decision, the Contractor shall immediately take all appropriate steps to comply with the decision.
 - 6.3.2 In the event the Contractor disagrees with a policy decision made under 6.3.1, the Contractor shall within two (2) business days file a written report explaining the reasons for the disagreement. If the Contractor disagrees with the decision they must state on what grounds they disagree. The City will then make a final decision pending any further analysis that must be performed in order to review said decision. The Contractor shall, however, comply with the final decision made by the City.
 - 6.3.3 Any change to the System design and configuration shall require submission of the requested change, including design review data and drawings, to the City for its review and approval. No changes shall be made by the Contractor without prior written approval by the City's authorized representative.
- 6.4 Performance Testing
 - 6.4.1 The City reserves the right, based on system modifications, to perform testing with the Contractor of round trip and headway times for potentially affected routes.
 - 6.4.2 If test results show that round trip times or headway times observed do not meet requirements for the route, then the City may require the Contractor to take steps to modify the system so that performance requirements are met. All changes must be verified by the City.
- 6.5 Stalled Vehicles and Manual Control
 - 6.5.1 Whenever AGTS vehicles stall, restoration of service to the service mode scheduled for that time shall be given priority by the Contractor.

Restoration of service and/or recovery of stalled vehicles shall be accomplished in accordance with the approved Emergency Procedures, Operations Plan, Operations Manuals, and related documents.

- 6.5.2 The Contractor will be required to perform manual driving of vehicles with passengers when automatic operation is not available. The Contractor will require technicians to maintain manual driving certification based on their operating procedures, which meet the City and State operating requirements.
- 6.5.3 Movements of vehicles under manual control shall be accomplished only by qualified Contractor personnel in accordance with the Contractor's policy.

7.0 MAINTENANCE REQUIREMENTS

7.1 DEN approved Maintenance Plan and Manuals

- 7.1.1 The Contractor shall maintain the AGTS and all of its subsystems as specified in the DEN-approved Maintenance Plan and Maintenance Manuals, as updates occur. Updates to the Plans and Manuals shall be provided by the Contractor at no additional cost to the City. This shall include an Illustrated Parts Manual, which must be kept updated and current. The preferred method is electronic copies, PDF, Excel, and/or Word documents.

7.2 Maintenance Types

- 7.2.1 For each of the AGTS subsystems, the following types of maintenance shall be performed:
 - 1. Routine Maintenance -Activities required to provide a clean and aesthetically pleasing System for public use, as well as routine inspections and tests designed to identify any unusual or abnormal equipment conditions.
 - 2. Scheduled Maintenance -Activities required to keep the AGTS operating at prescribed levels of safety and reliability that are performed on a recurring basis at specified intervals.
 - 3. Non-Scheduled Maintenance -Any corrective measure or repair necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal AGTS operations. Non-scheduled maintenance activities shall be performed on a priority basis as necessary to meet the required System Service Availability.
 - 4. Ordinary Wear/Tear -Any corrective measure or repair that may be required including but not limited to, painting, re-upholstering, and re-flooring to remedy a hazard to passengers as a result of ordinary wear and tear. Ordinary wear and tear excludes the natural and expected degradation of a component's aesthetic

appearance which has been properly inspected, serviced, and maintained by the Contractor

5. Other Maintenance -Maintaining updated maintenance manuals, maintenance testing as required and maintenance of tools, equipment and furniture.

7.3 Equipment and Systems to be Maintained by the Contractor

7.3.1 System equipment and subsystems to be maintained shall include, but not be limited to:

1. Vehicles and all on-board equipment
2. Power distribution equipment
3. Command, Control, and Communications equipment
4. Guideway equipment
5. Station equipment
6. Maintenance equipment

7.3.2 Deposits of foreign materials from the operations or maintenance of the system onto the guideways, vehicles and/or equipment shall be removed in a timely manner. Damage to surfaces of the guideways, vehicles, and equipment, shall be remedied by touch-up in a professional manner. If such removal is not performed in a timely manner, the City may perform such services and deduct the cost from the Contractor's monthly payment.

7.4 Obsolete Parts

7.4.1 The Contractor will be responsible for obsolescence.

8.0 RECORDKEEPING AND REPORTS

8.1 Inventory Control System

8.1.1 The Contractor shall use a complete inventory control system utilizing a Computerized Maintenance Management System (CMMS that includes all activities required to maintain an adequate supply of materials, supplies, and equipment to operate and maintain the AGTS, including such functions as purchasing and disbursement, expediting, receiving, cataloging, storage, and requisition control. The Contractor shall maintain computerized inventory records, which include equipment, parts, and consumables listings, required quantities, and reorder points. The data from this system shall be DEN property immediately upon termination of this Contract.

8.1.2 The City (DEN) shall have access to this CMMS at any time through the course and will receive the data at the termination of the contract.

8.2 Operating and Maintenance Records

8.2.1 The Contractor shall be required to use and establish initial setup of a CMMS to log all work activity, including but not limited to; all scheduled and unscheduled maintenance and repairs, labor, parts management, asset management.

8.2.2 All Contractor CMMS data relating to sections 8.1 and 8.2, shall be remotely and digitally accessible by DEN utilizing a CMMS web interface.

8.3 Management Reports and Records

8.3.1 The operations and maintenance records shall include a daily summary of all interruptions to normal service detailing the duration and general cause of such interruptions. Detailed explanations of the cause of interruptions are due no later than 72 hours after the close of the incident.

8.3.2 DEN shall be supplied weekly with daily complete Out of Service/Interruption Reports, documenting the previous week. Out of Service/Interruption Reports will also be submitted at DEN's request for special incidents.

8.3.3 The procedures and forms for such record keeping shall be dated and signed by appropriate Contractor personnel. All correspondence under this Contract shall be serialized in accordance with the City's instructions.

8.4 Required Reports

8.4.1 During the term of this Contract, using the Computerized Maintenance Management System (CMMS), the Contractor shall conduct a program of operational data collection and analysis as contained in the System Assurance Monitoring Plan. This data is to validate the actual performance of the AGTS in passenger service and to verify service availability requirements.

8.4.2 The Contractor shall submit at a minimum the following or any ad hoc reports requested by DEN on a monthly basis:

1. A Reliability Growth Chart, commencing at the end of the first month of the Contract
2. Availability and Incentive Payment Calculation and Quarterly Employee Payouts
3. Vehicle Mileage, current month and cumulative
4. Faults > 3 Min. (wayside, vehicle, other), including a narrative description of the cause

5. Material usage (e.g. consumables, spare parts),
6. Training conducted including identifying the participants, topic, schedule, successful completion, and syllabus
7. Miscellaneous: Special Events, Organizational Structure – Bombardier Denver, Local Engineering Activities, Preventative Maintenance, Ongoing Projects, System Enhancements, Special Projects, Component replacement campaigns, Future Tasks and Projects.

8.4.3 All reports must be submitted in a format acceptable by DEN.

8.4.4 The Contractor shall continuously update complete System documentation, including As-built Documents, Operations Plan and Manuals, Maintenance Plan and Manuals, O&M Management Plan, and the Rule Book as any changes are implemented. The Contractor shall make all System documentation available to the City.

8.5 Plans

8.5.1 The Contractor shall provide the City a copy of each of the plans listed below. Anytime a change is made to the plans, the Contractor shall provide the City an updated copy.

1. Maintenance Plan
2. Safety Plan
3. Operations Plan
4. System Assurance Monitoring Plan

8.6 Falsification of Documents

8.6.1 The falsification of any documents or reports may subject the Contractor to Performance Payment Deductions. Each occurrence will have a deduction of \$1,000 off the lump sum balance prior to calculating the availability payment.

9.0 SYSTEM AVAILABILITY AND PAYMENTS

9.1 System Service Availability

9.1.1 System Service Availability is a measure of the total quantity and quality of transportation service actually operated compared with that scheduled over a given time period. System Service Availability (A) is defined as the product of Service Mode Availability (A_m) and Fleet Availability (A_f):

$$A = A_m * A_f$$

Station platform downtime will be handled with separate Performance Payment Deductions.

9.1.2 Downtime Event—An event in which one or more System-related problems cause an interruption or reduction of service relative to that which was scheduled for a period in excess of three (3) minutes. When such an interruption occurs, downtime for the event shall include all the time from the beginning of the interruption until all trains stopped on the guideway are restarted and normal operation in the scheduled mode is restored. Downtime duration will be measured in minutes and seconds.

9.2 Service Mode Availability

9.2.1 Service Mode Availability (A_m)—Actual Mode Operating Time divided by the Scheduled Mode Operating Time

$$A_m = \frac{\text{Actual Mode Operating Time}}{\text{Scheduled Mode Operating Time}}$$

9.2.2 Scheduled Mode Operating Time— The total time that the System is scheduled by the City to provide passenger service in a specific operating mode.

9.2.3 Actual Mode Operating Time— The difference between Scheduled Mode Operating time and Mode Downtime.

9.2.4 Mode Downtime—The total duration of all Downtime Events occurring while the System is scheduled for service in a specific operating mode.

9.2.5 K Factor

If a Downtime Event occurs and service is not restored to the scheduled service mode, but rather a lesser service mode is operated for failure management, then A_f shall be defined according to the requirements for that lesser mode of service over that period. To determine A_m , the entire time period for operating such an unscheduled lesser level of service shall be counted as partial Mode Downtime by multiplying A_m by the K Factor which reflects the actual AGTS capacity of service offered, determined in accordance with the following table. If new modes of system operation(s) are developed and implemented into the system, an appropriate K factor will be mutually agreed upon by the Contractor and the City.

K FACTORS FOR A_m	
Actual Failure Management Operating Mode:	K Factor:
Run-around, bypassing either C West or C East	0.90

K FACTORS FOR A_m	
Actual Failure Management Operating Mode:	K Factor:
Short loop, when long loop scheduled	0.90
Night Shuttle with one tunnel unavailable due to City maintenance	0.75
Run-around, bypassing either A West or A East	0.45
Run-around, bypassing either B West or B East	0.45
Run-around, A and C Loop	0.45
Run-around, bypassing both A and B	0.25
Double Shuttle operating only between A and C	0.25
Single Shuttle	0.25

9.2.6 Service Mode Availability Example Calculation

During an incident lasting 10 minutes, trains run in a loop bypassing the platform at Concourse C West, rather than the scheduled full loop. There are no other incidents for the day.

$$Downtime_{incident} = Duration * (1 - K) = 10 * (1 - 0.9) = 1 \text{ minute}$$

$$Uptime_{day} = \frac{\text{minutes}}{\text{day}} - Downtime_{day} = 1,440 - 1 = 1,439 \text{ minutes}$$

$$Availability_{day} = \frac{Uptime_{Actual}}{Uptime_{Scheduled}} = \frac{1,439}{1,440} = 99.93\%$$

9.3 Fleet Availability

9.3.1 Fleet Availability (A_f)—Actual Vehicle Time divided by Scheduled Vehicle Time

$$A_f = \frac{\text{Actual Vehicle Time}}{\text{Scheduled Vehicle Time}}$$

- 9.3.2 Actual Vehicle Time—The product of the actual number of fully functional vehicles provided in the specific operating mode and the time for that mode. In no case shall the actual vehicle hours exceed the schedule hours. A vehicle with a Priority I or II malfunction shall not be counted as fully functional for this calculation.
- 9.3.3 Scheduled Vehicle Time—The product of the scheduled number of vehicles in the scheduled-size trains prescribed by the City for operation for the specific operating mode and the time scheduled for that mode.
- 9.3.4 Warm Standby Train—A train that is ready to be put into operation immediately to replace a failed train. If the Contractor is asked to run the warm standby train, at the direction of the City, and the operation is reduced by one train, there is no fleet availability penalty.
- 9.3.5 Fleet Availability Example Calculation
During an incident lasting 10 minutes, 4 trains are run, while 5 were scheduled. There are no other incidents for the day.

$$\begin{aligned} \text{Downtime}_{\text{incident}} &= \text{Duration} * \left(1 - \frac{\text{Trains}_{\text{Actual}}}{\text{Trains}_{\text{Scheduled}}}\right) = 10 * \left(1 - \frac{4}{5}\right) \\ &= 2 \text{ minutes} \end{aligned}$$

$$\text{Uptime}_{\text{day}} = \frac{\text{minutes}}{\text{day}} - \text{Downtime}_{\text{day}} = 1,440 - 2 = 1,438 \text{ minutes}$$

$$\text{Availability}_{\text{day}} = \frac{\text{Uptime}_{\text{Actual}}}{\text{Uptime}_{\text{Scheduled}}} = \frac{1,438}{1,440} = 99.86\%$$

9.4 Exclusions

- 9.4.1 The following events are not Downtime Events. Delays due to these exclusions are not to be used in determining Service Mode Availability. Exclusions not listed shall be mutually agreed upon by the Contractor and the AGTS Administrator.
1. Passenger-induced interruptions or delays
 2. Interruptions caused by intrusions of persons or objects into non-public areas of the System.
 3. Interruptions caused by non-System induced loss of service, e.g., total loss of utility service, vehicle diversion resulting from security provisions.

4. Periods when the fixed facilities are not available, unless their unavailability is solely attributable to the Contractor or its vehicles/subsystems.

9.5 System Service Availability Payment Factor

- 9.5.1 Incentive Payments are any amounts in excess of the stated regular compensation, which are paid to the Contractor as a result of applying Payment Factors of 1.01 or greater.
- 9.5.2 The monthly System Service Availability, shall determine the Contractor's total monthly compensation. The Contractor's total invoice amount shall be multiplied by a Payment Factor to determine the compensation payable to the Contractor for the month, in accordance with the following:

System Availability (A)	Payment Factor	Maximum Downtime Minutes for:			
		31-Day Month	30-Day Month	29-Day Month	28-Day Month
99.99-100.00	1.08	4.5	4.3	4.2	4.0
99.97-99.98	1.06	13.4	13.0	12.5	12.1
99.95-99.96	1.04	22.3	21.6	20.9	20.2
99.93-99.94	1.02	31.2	30.2	29.2	28.2
99.75 -99.92	1.00	62.5	60.5	58.5	56.4
99.65-99.74	0.90	84.8	82.1	79.3	76.6
99.51-99.64	0.80	218.7	211.7	204.6	197.6
Below 99.51	0.50	441.9	427.7	413.4	399.2

- 9.5.3 These payments are intended to encourage and reward the highest quality performance by the Contractor and its Denver site employees. The Contractor shall be required to share all net Incentive Payments under this provision, at a 50/50 distribution between the Contractor and the Denver site employees. The 50% employee distribution shall be equally divided among the site employees. Incentive Payments, if earned, shall be distributed by the Contractor on a quarterly schedule to the site employees.
- 9.5.4 The "net Incentive Payment" for a quarter equals the total Incentive Payments for the quarter minus the total Performance Payment Deductions for the quarter. If the quarterly net Incentive Payment is a negative number (i.e., the quarter's aggregate Performance Payment Deductions exceed the quarter's aggregate Incentive Payments), the Contractor shall absorb the deficit and shall not reduce any employee's pay. The Contractor shall furnish to the City a record of the quarterly employee distributions which it makes as required within 15 days after the date of such distribution. Each quarterly distribution shall be made no later than one (1) month after the end of the quarter.

9.6 Performance Payment Deductions for Downtime Events

9.6.1 In addition to the System Service Availability requirements, deductions will be made from the monthly invoices for Downtime Events that exceed the duration and/or frequency set forth below:

Length of Downtime Events	No. of Allowable Events per Month	Deduction per Month	No. of Allowable Events per Day	Deduction
Greater than 3 minutes and less than or equal to 10 minutes	30	\$5,000	5	\$1,200 per event
Greater than 10 minutes and less than or equal to 20 minutes	2		1	\$1,400 per event
Greater than 20 minutes and less than or equal to 30 minutes	1		1	\$1,600 per event
Greater than 30 minutes	0		0	\$2,000 per event
Single station door malfunction* greater than 3 minutes, per door	0		0	\$50 per minute
Malfunction* of both station doors for a given berth greater than 3 minutes, per pair	0		0	\$250 per minute

9.7 System Service Availability Reporting

9.7.1 The Contractor shall gather and analyze the data required for calculating System Service Availability. This process, including the details of definitions, calculations, and reporting, shall be subject to review and approval, as well as accessible throughout the term of the contract by DEN.

9.7.2 If the City believes that the System Service Availability reports do not accurately measure what is occurring, the City may hire a qualified consultant to obtain data and prepare the System Service Availability report, using methods which comply with the Contract Documents. The report prepared by the third party shall take precedence over the Contractor prepared report and shall be paid for by the Contractor if the report produces a lower monthly payment than the Contractor's report.

9.8 Performance Payment Deductions for Overdue Vehicle Preventive Maintenance

9.8.1 DEN may assess Performance Payment Deductions of the Contractor for vehicle preventive maintenance work that is overdue. These Performance Payment Deductions will be deducted from the monthly invoice in which the PM is completed. These Performance Payment Deductions will not be included in net Incentive Payments.

9.8.2 Each vehicle's cumulative mileage is measured daily at 23:59. Mileage between PMs will be calculated as the difference between the mileage for the day of completion for a PM and the mileage for the day the same PM was last completed on a given vehicle. No penalty will be assessed for PMs less than 5 percent past due, but beyond that Performance Payment Deductions may be assessed for each 5 percent mileage increment that a PM has gone past due.

PM type	5% mileage tolerance increment	Penalty assessed for every 5% past due (USD)
6k	300	\$100
18k	900	\$200
36k	1,800	\$12,000
72k	3,600	\$15,000
500k	25,000	\$5,000

9.8.3 Each PM includes all of the smaller PMs, so a 36k includes an 18k and a 6k. Performance Payment Deductions may be assessed when any PM is performed more than 5 percent past due.

9.8.3.1 For example, consider a 36k PM that is performed 37,000 since the last 36k (1,000 miles past due), that includes an 18k performed 18,950 miles since the last 18k (950 miles past due), and also includes a 6k performed 6,650 miles since the vehicle's last 6k (650 miles past due). Since the 36k portion of the work is less than 5 percent past due, there is no penalty for that portion, however the PMs included within the 36k will incur Performance Payment Deductions. Since the 18k was more than 5 percent past due, a penalty of \$200 will be assessed, and since the 6k was more than 10 percent past due, an additional \$200 penalty will be assessed. Altogether that makes a penalty of \$400 for the 36k PM.

9.8.4 In no event shall the Performance Payment Deductions under sections 8.6, 9.6, 9.8, and 10.2 cumulatively exceed 5% of the annual Contractors price on an annual basis

9.9 Payment Procedures for Additional Work

9.9.1 The AGTS Administrator may determine that additional compensation will be due to the Contractor for work performed outside the terms of the Scope of Work. If this is determined, then the Contractor shall supply a quote to the AGTS Administrator.

9.9.2 If, as a result of the System Assurance Monitoring, the Contractor determines that redesign and/or replacement of AGTS components are necessary or desirable, the proposed method of accomplishing such redesign and/or replacement shall be submitted to DEN for review and approval prior to initiating such work. To the extent not covered by the Contractor's warranty, any such redesign and/or replacement together with any work associated therewith shall be performed at a mutually agreed upon price between the City and the Contractor. Under no circumstances shall the Contractor withdraw the AGTS from passenger service for such purposes without prior written authorization from the AGTS Administrator.

9.10 Subcontractor Markup

9.10.1 Whenever the Contractor is instructed to hire subcontractors to have work performed, the mark up paid to the Contractor will be limited to a maximum of 7% of the subcontractor's submitted invoices.

9.11 Compensation

The City agrees to pay the Contractor for the performance of all the work to be required to be performed under this Contract, and the Contractor agrees to accept as its full and only compensation therefor those amounts defined below subject to any deductions or incentive payments:

9.11.1 Annual Lump Sum Payments

Year #1	\$19,759,957.00
Year #2	\$20,289,523.85
Year #3	\$20,833,283.09
Year #4	\$21,391,615.07
Year #5	\$21,964,910.36
Year #6	\$22,553,569.95
Year #7	\$23,158,005.63

Payment of the lump sum amounts above will be made in monthly installments. All monthly payments will be made after receipt of invoices subject to any adjustments or deductions in such payments as required under this agreement. The invoice for the first Month may be submitted on or after the first day of the second month of this contract.

9.11.2 Incentive Payments

Maximum Incentive Calculations

YEAR	Annual Lump Sum	Factor	Total Possible
1	\$19,759,957.00	1.08	\$21,340,753.56
2	\$20,289,523.85	1.08	\$21,912,685.76
3	\$20,833,283.09	1.08	\$22,499,945.73
4	\$21,391,615.07	1.08	\$23,102,944.28
5	\$21,964,910.36	1.08	\$23,722,103.19
6	\$22,553,569.95	1.08	\$24,357,855.55
7	\$23,158,005.63	1.08	\$25,010,646.08

See Section 9.5 for Performance System Service Availability Payment Factor determinations. The chart above contains the total possible compensation amounts. Actual compensation shall depend upon a number of performance factors including incentives and deductions found in this Contract.

10.0 CORRECTIVE ACTION

10.1 Design Reviews

- 10.1.1 For any calendar month during the Contract term in which a minimum System Service Availability of 99.65% is not met and/or performance records indicate it will not be met, the Contractor shall, at its expense, promptly undertake a review of maintenance procedures.
- 10.1.2 For any calendar month during the Contract term in which minimum System Service Availability of 99.5% is not met and/or performance records indicate it will not be met, or if System Downtime Events exceed the requirements of System Availability, the Contractor shall, at its expense, promptly undertake design reviews and a review of maintenance procedures. Such design reviews shall be performed at the Contractor's United States headquarters unless otherwise approved by DEN.
- 10.1.3 In either case, the Contractor, within one calendar month from the commencement of such review(s), shall propose a corrective action plan to DEN for approval or rejection. In addition, the Contractor shall take immediate corrective action to mitigate the cause at the approval of the DEN AGTS Administrator
- 10.1.4 The corrective actions shall be documented in a Failure Analysis Report. A preliminary Failure Analysis Report shall be issued by the Contractor to DEN before the corrective program is initiated and a final Failure Analysis

Report shall be issued when the success of the corrective action can be substantiated. The Failure Analysis Report shall address the detailed diagnosis of each failure and shall identify but is not limited to corrective actions, failed components, root cause, lapses in training, safety correction measures, and recommendations for future design and consideration.

10.2 Total System Shutdown

- 10.2.1 The Contractor shall agree that the determination of liquidated damages below is based on the fact that the airport operation will be hindered if passengers cannot travel between the Terminal and the Airside Concourses.
- 10.2.2 The Contractor shall be liable to DEN, as Performance Payment Deductions and not as a penalty, \$10,000.00 for each and every hour if a Total System Shutdown lasts more than one hour and is caused solely by the Contractor's breach of this Contract. The Performance Payment Deductions will not be applied during the night shuttle operation with one tunnel unavailable due to DEN maintenance. DEN shall have the right to deduct the damages from any amount due or that may become due the Contractor or collect such Performance Payment Deductions from the Contractor or its surety.

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201734112 Bombardier (AGTS) O&M

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands) \$500, \$500, \$500

1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit \$2,000

The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$100,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Contractors Pollution Liability

Minimum Limits of Liability (In Thousands):

Per Occurrence	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and cleanup costs.
2. To sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
3. A severability of interest or separation of insured provision (no insured vs. insured exclusion)
4. A provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
5. If the coverage is written on a claims-made basis:
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Contractor's Pollution, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION

Bond No. 106759682

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Jeremy Hill, VP & Johanna Falk, Secretary
BOMBARDIER TRANSPORTATION (HOLDINGS) USA INC., 1501 Lebanon Church Road, Pittsburgh, PA 15236,
a corporation organized and existing under and by virtue of the laws of the State of Delaware,
hereafter referred to as the "Contractor", and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, One Tower Square, Hartford, CT 06183
a corporation organized and existing under and by virtue of the laws of the State of Connecticut
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to
as the "City", in the penal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (\$), lawful money of the United States of
America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete **CONTRACT NO. 201734112**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

WHEREAS, the City has agreed to accept this Bond, this Bond shall be effective for the definite period of 1/1/2018 to 12/31/2018. The Bond may be extended, at the sole option of the Surety by continuation certificate for additional periods from the expiry date hereof. However neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event Surety exercises its right to not renew this Bond, shall itself constitute a loss to the City recoverable under this Bond or any extension thereof.

The above referenced Contract has a term ending 12/31/2024. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond 12/31/2024, unless earlier non-renewed pursuant to the above paragraph.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

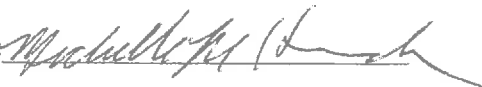
PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all

payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20__.

Witness: 

By: 
Secretary

BOMBARDIER TRANSPORTATION (HOLDINGS) USA, INC.
Contractor

By: 
Vice-President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

By: 
Elizabeth P. Cervini, Attorney-In-Fact


(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
City Attorney for the City and County of
Denver

By: 
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: 
MAYOR

By: 
CEO DEPARTMENT OF AVIATION

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: BOMBARDIER TRANSPORTATION (HOLDINGS) USA INC.

Contract No: 201734112
Project Name: Agreement for Professional Services 201734112
Contract Amount: \$161,946,934.15
Performance and Payment Bond No.: \$500,000.00

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA insurance company, on _____, 20__.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 610-668-9100.

Thank you.

Sincerely,


Elizabeth P. Cervini, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231977

Certificate No. 007168404

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David C. Rosenberg, Harry C. Rosenberg, Matthew J. Rosenberg, Sherri L. Feeney, David A. Johnson, Julia R. Burnet, Joyce M. Houghton, Denise M. Bruno, Michelle G. Higgins, Jonathan F. Black, Elizabeth P. Cervini, and Stephanie Helmig

of the City of King of Prussia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of March, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Susan Keller, OHR Compensation and Classification
DATE: October 23, 2017
SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 134
Publication Date: October 23, 2017
(11 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval, by the U.S. Department of Labor. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

APPLIANCE MECHANIC

Effective: 04-06-2017

Last Revision: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$22.34/hour	\$6.85/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BAGGAGE HANDLING SYSTEM MAINTENANCE

Effective: 10-19-2017

Last Revision: 9-15-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$22.32/hour	\$6.99/hour
Machinery Maintenance Mechanic	\$25.68/hour	\$7.37/hour
Controls System Technician	\$30.12/hour	\$7.89/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on an automated baggage handling system (BHS). Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO) The ESM performs cleaning, routine inspections, preventive, corrective, and emergency maintenance based on an established maintenance program. The MMM clears baggage jams and faults in the BHS and may physically move baggage during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on an automated baggage handling system (BHS). Performs cleaning of all parts of the BHS, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the BHS based on an established maintenance program. The MMM shall inspect all BHS equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician

(CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears baggage jams and faults in the BHS and may physically move baggage during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the BHS and running reports, communicating faults in the BHS using a radio and telephone, and communicating with Airport Personnel, Consultants, Transportation Security Administration, and Airline personnel. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on an automated baggage handling system (BHS). Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the BHS based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, baggage jams and may physically move baggage during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

BUILDING ENGINEER

Effective: 08-18-2016
 Last Revision: August of 2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$28.20/hour	\$7.52/hour

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs in tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

CUSTODIANS

Effective: 12-1-2016
Last Revision: 12-3-2015

	<u>Base Wage</u>	<u>Fringes</u>
<u>Custodian I</u>	\$14.53	\$5.27 (Single) \$7.33 (2-party) \$9.29 (Family)
<u>Custodian II</u>	\$14.88	\$5.31 (Single) \$7.37 (2-party) \$9.33 (Family)

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS WAGES

Effective: April 2017 (the following rates have not changed for 2017)

Last Revision: 3-17-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Mechanic	\$23.73	\$7.01
Electrician	\$24.90	\$7.14
Pipefitter	\$24.65	\$7.11
Rig/Drill Operator	\$21.87	\$6.79
Derrick Hand/Roustabout	\$13.87	\$5.87
Truck Driver	\$21.63	\$6.77

Service Contract Act Wage Determination No. 2015-5419 Rev No. 2 was used to obtain the base wages and fringe benefits.

HEAVY EQUIPMENT MECHANIC

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

PIPEFITTER, MAINTENANCE

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

WELL DRILLER

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

LABORER

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

TRUCKDRIVER, HEAVY TRUCK

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

ELEVATOR REPAIRER

Effective: 12-01-16

Last Revision: 12-18-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Elevator Mechanic/Repairer	\$42.35/hour	\$35.72/hour (< 5 yrs. service) \$36.58/hour (> 5 yrs. service)

Elevator Repairer: The SCA-Directory of Occupations describes, Elevator Repairer as, "repairs and maintains "Automated People Movers" and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction."

FINISHER & JOURNEYMAN (TILE, MARBLE AND TERRAZZO)

Effective: 9-7-2017

Last Revision: 7-21-2016

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile-Marble-Terrazzo)	\$21.38/hr	\$8.86/hr
Journeyman (Tile, Marble, Terrazzo)	\$27.33/hr	\$8.92/hr

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 10-19-2017

Last Revision: 08-18-2016

<u>Classification:</u>	<u>Base Wages:</u>	<u>Fringes:</u>
Fire Extinguisher Repairer	\$19.57/hr	\$6.67

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubings, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment, and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES

Effective: 10-20-2016

Last Revision: 10-22-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$20.87/hour	\$6.68/hour
Lead Fuel Distribution System Operator	\$21.82/hour	\$6.79/hour
Fuel Distribution System Mechanic	\$25.81/hour	\$7.25/hour
Lead Fuel Distribution System Mechanic	\$26.98/hour	\$7.38/hour

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Distribution System Operator:

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator:

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Operator classification.

Fuel Distribution System Mechanic:

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps.

Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic:

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

FURNITURE MOVERS

(Moving, Storage and Cartage Workers)

Effective: 10-20-2016
Last Revision: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.36/hour	\$6.27/hour
Driver/Packer	\$17.43/hour	\$6.28/hour
Lead Worker	\$18.22/hour	\$6.37/hour

GLYCOL FACILITY WAGES

Effective: 7-21-2016
Last Revision: 7-2-2015

<u>Classification:</u>	<u>SCA Title</u>	<u>Base Wage</u>	<u>Fringes</u>	<u>Total</u>
Deicing Facility Operator	Water Treatment Plant Operator	\$25.07	\$7.16	\$32.23
Maintenance Mechanic	Machinery Maintenance Mechanic	\$25.59	\$7.22	\$32.81
Material Handling Laborer	Material Handling Laborer	\$17.36	\$6.27	\$23.63

DEICING FACILITY OPERATOR

The De-Icing Facility Operator is responsible for the safe and efficient daily operation of all Aircraft De-icing Fluid Equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the Aircraft De-icing Fluid System (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as Hydrochloric Acid or Sodium Hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

MAINTENANCE MECHANIC

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical

equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

MATERIAL HANDLING LABORER

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Effective: 10-20-2016
 Last Revision: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Landside Parking Electronics Technician	\$24.35/hour	\$4.27/hour

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control in order to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER

Effective Date: 10-19-2017
 Last Revision: 8-8-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.77 /hour

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03/02/2017

Last Revision: This is a new class so there is no prior revision date.

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Quality Control & Assurance Technician	\$21.37/hour	\$6.74 /hour

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

SIGN ERECTOR

Effective: 10-15-2010

Last Revision: 10-15-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

TRANSIT TECHNICIANS

Effective: 12-01-16

Last Revision: 12-18-2015

<u>Classification:</u>	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$24.34/hour	\$7.08/hour
Transit Technician - Senior	\$26.61/hour	\$7.34/hour
Transit Technician - Lead	\$27.82/hour	\$7.48/hour

In addition, shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing more that (50%) of the employee's work occurred on such shift.

Transit Technician-Entry: Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

Transit Technician-Senior: This is a full performance level class performing various corrective and

preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

Transit Technician-Lead: Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

TREE TRIMMERS

Effective: 10-19-2017
Last Revision: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Tree Trimmer	\$19.39/hour	\$6.65/hour

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipments.

WINDOW CLEANERS

Effective: 12-01-2016
Last Revision: 2-18-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$24.79/hour	\$8.39/hr (Single) \$10.47/hr (2-Party) \$12.46/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.

Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Contractor, and the term "sponsor" shall mean the "City."

During the term 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 will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex 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 Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, 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 Agreement and the Acts and Regulations relative to nondiscrimination 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, Regulations or 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 (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term "sponsor" will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, 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 Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor 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 from time to time, 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.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term "sponsor" will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, 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 Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S. C. § 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 U.S.C. § 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 1 00-209), (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 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 discrimination 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 U.S. C. 1681 et seq).

APPENDIX 1

DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

Contract Assurance (§ 26.13) – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.

APPENDIX 2

ACDBE NONDISCRIMINATION AND ASSURANCE REQUIREMENTS

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management Contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(2) The Contractor agrees to include the above statements in any subsequent concession agreement or Contract covered by 49 CFR part 23, that it enters and cause those business to similarly include the statements in further agreements.

APPENDIX 3

ACDBE/DBE POLICY AND OBJECTIVE STATEMENTS:

This part 23 seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- (b) To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- (c) To ensure that the Department's ACDBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
- (e) To help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance; and
- (f) To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

Policy Statement

Section 26.1, 26.23 Objectives/Policy Statement

City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of City to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT -assisted Contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted Contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted Contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted Contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

DSBO has been delegated as the DBE Liaison Officer. In that capacity, DSBO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the sponsor in its financial assistance agreements with the Department of Transportation.

Sponsor has disseminated this policy statement to the City and County of Denver and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT -assisted Contracts.

CHIEF EXECUTIVE OFFICER

DATE

DBE Obligation. City and its Contractors agree to

ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or Contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Contracts. City and its Contractors will not discriminate on the basis of race, color, sex, creed or national origin in the award and performance of DOT-assisted Contracts.

49 CFR 26.5 defines a DOT-assisted Contract as any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees. "Contractor" means one who participates through a Contract or subcontract (at any tier) in a DOT-assisted highway, transit, or airport program.