

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. CB12-0367
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Contract between the City and County of Denver and ET Technologies, Inc. for grease and sand trap maintenance at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Contract between the City and County of Denver and ET Technologies, Inc., in the words and figures contained and set forth in that form of Contract available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2012-0348, is hereby approved.

COMMITTEE APPROVAL DATE: May 17, 2012

MAYOR-COUNCIL DATE: May 22, 2012

PASSED BY THE COUNCIL: _____, 2012

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2012

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2012; _____, 2012

PREPARED BY: John M Redmond, Assistant City Attorney *JR* DATE: May 24, 2012

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: May 24, 2012

CONTRACT

THIS AGREEMENT is entered into as of the date indicated on the signature page below, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **ET TECHNOLOGIES, INC.**, a Utah corporation authorized to do business in Colorado, with a Colorado business address of 10000 S. Dransfeldt Road, Suite 100, Parker, Colorado 80134 ("Contractor").

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"),
and

WHEREAS, the City desires to obtain services for the maintenance of pretreatment devices and associated drain lines servicing common use areas at DIA, including maintenance activities for grease and sand pretreatment devices, and associated line maintenance, and removal and disposal of any resulting waste materials; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide these services to the Airport;

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

SECTION 1 - DEFINITIONS

As used in this Contract, unless the context requires otherwise:

1.01 AIRPORT; DIA

"Airport" or "DIA" means Denver International Airport.

1.02 CONTRACT ADMINISTRATOR

The City's Manager of Aviation, his designee or successor in function (hereinafter referred to as the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his or her authority over the work described herein to the Deputy Manager of Aviation for Maintenance, hereinafter referred to as "Deputy Manager," as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Deputy Manager's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Contract Administrator. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Contract Administrator. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority, and the Deputy Manager may from time to time designate a different individual to act as Contract Administrator, upon notice to the Contractor.

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

"Contractor employee" or "Contractor personnel" shall include employees and personnel of the Contractor and subcontractors, if any.

1.04 MANAGER

"Manager" means the Manager of Aviation.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for providing the services more fully described in the Scope of Work, which is attached hereto as Exhibit A. The Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services, including escort for its subcontractors if needed, except for the equipment and facilities which are specified in this Contract as being the responsibility of the City.

2.02 MANNER OF WORK

A. **Scope of Work:** The Contractor will furnish all of the technical, administrative, professional and consulting services and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the attached Exhibit A, hereinafter referred to in this Agreement as the Contractor's "Scope of Work." Contractor shall not be authorized to proceed with work described herein and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

B. **Professional Responsibility:** The Contractor shall faithfully perform the Scope of Work required under this Agreement in accordance with standards of care, skill, expertise, training, diligence and judgment customarily exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. **Diligence:** The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Contractor's failure to provide its services in a timely and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the Deputy Manager or his or her authorized representatives.

D. Neither the Contractor nor any of its employees shall perform any work at the Airport other than that which is defined herein, except as permitted in writing by the Director of Airport Maintenance. When such other work is approved, it is expressly understood that the needs of the Department of Aviation are to have precedence over any such work.

E. This is a non-exclusive Contract. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements. The City also reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

SECTION 3 - TERM

3.01 TERM

The term of this Contract shall commence on May 1, 2012 and shall terminate December 31, 2013, unless terminated earlier in accordance with this Contract. It is also a specific provision of this Contract that the Manager in her discretion (or her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to two (2) additional years in increments of one or two years. Though multiple extensions may be granted, in no event shall the total extensions total more than two years. In addition, the term of this Contract may be extended in the Manager's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its complete costs incurred and services rendered under this Agreement, an amount negotiated for individual tasks included in the project's scope of work as set forth in **Exhibit B – Rates and Charges**.

Awarded contractors are asked to have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment

4.02 SCHEDULING, PROGRESS REPORTS, AND INVOICES

A. Payments shall be made to the Contractor based upon monthly invoices and receipts submitted by the Contractor, which invoices have been approved by the City, and subject to the maximum contract liability.

B. Invoices shall include sufficient documentation for the City to verify transportation times, volumes pumped and disposed/recycled, dates, precise location of any maintenance activities conducted, and any repair work approved and conducted by the City. Failure to include sufficient documentation with the invoice will result in the denial of all or part of the billing. The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the work which has been performed. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Denver Revised Municipal Code.

C. Payments will be made to the Contractor in accordance with the City's Prompt Payment ordinance. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

D. Under no circumstances will the Contractor receive payment for work which was not authorized by the Manager or his/her authorized representative.

4.03 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **Seven Hundred Ninety Three Thousand Four Hundred Ninety Dollars and No Cents (\$793,490.00)**. All payments under this Agreement shall be paid solely and exclusively from the "City and County of Denver, Airport System

Operation and Maintenance Fund" or from the "City and County of Denver Airport System Capital Improvement and Replacement Fund". The City is under no obligation to make any future apportionments or allocations to said fund.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of **Two Hundred Twelve Thousand Eight Hundred Ninety Dollars and No Cents (\$212,890.00)**. The City reserves the right to direct the Contractor to perform only limited portions of the work described in Exhibit A and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written Notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written Notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City's written Notice must be signed by the City's Deputy Manager of Aviation, Maintenance and by the City's Deputy Manager of Aviation, Finance and Administration, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

C. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

4.04 TIME OF PAYMENT / PROMPT PAYMENT

Terms shall be subject to the City's Prompt Payment Ordinance D.R.M.C. 20-107 *et-seq.* subject to the Maximum Contract Liability set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Contractor in accordance with the provision of this Agreement and that have been audited and approved by the City. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. For any subcontractor engaged by Contractor under this Agreement, the Contractor is subject to Section 20-112, D.R.M.C., requiring the Contractor to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments by Contractor are subject to a late payment penalty as provided for in Section 20-112, D.R.M.C.

SECTION 5 – CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times.

B. The Contractor shall remove from the Airport work site any Contractor employee on, or invited by it onto, the Airport, when the Manager of Aviation notifies the Contractor in writing that such person: (a) is, in the sole opinion of the Manager of Aviation or his/her designee, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior toward any person at the Airport. Such person shall not be reassigned to Airport work by the Contractor, except with the express written consent of the Manager of Aviation or his/her designee.

5.02 EMPLOYEE DRIVER LICENSES AND RECORDS

A. Contractor employees driving either City or Contractor provided vehicles under this Contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be assigned by the Contractor to a non-driving job if available.

B. All Contractor personnel assigned to the Airport will carry Airport Identification Badges at all times during their employment at the Airport.

5.03 THE CONTRACTOR'S PROJECT MANAGER

A. The Contractor shall provide an on-site Supervisor, trained, qualified, and acceptable to the Airport's Contract Administrator, exclusively for this Contract. The Supervisor shall have full authority to act for the Contractor at all times to carry out the provisions of this Contract.

B. The Supervisor shall make sufficient daily inspections to ensure the work is performed as specified. The supervisor shall provide a copy of all inspection reports to the Contract Administrator each day.

5.04 AIRPORT SECURITY

A. It is a material requirement of this Contract that the 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. The 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 the Contractor or any of its employees, subcontractors or vendors 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 Contract for cause.

The Contractor's employees are responsible for having the proper identification at all times. The Contractor and any subcontractors are responsible for obtaining DIA badges for site personnel at no expense to the City. In addition, if badges are lost or misplaced the Contractor or subcontractor is responsible for replacement. Proper ID is to be worn on the outside garment or in compliance with DIA Badge requirements. Failure to do so may result in the Contractor being prohibited from performing the required services.

B. The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors 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 the Contractor or any

subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. 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 Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

5.05 SAFETY

A. The Contractor shall operate at all times under this Contract in compliance with the Occupational Safety and Health Act.

B. For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel its employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

5.06 LAWS, REGULATIONS, TAXES AND PERMITS

A. The Contractor, at all times, shall observe and comply with all applicable federal, state, county, city, Airport, and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work, including without limitation the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596).

B. The Contractor shall procure all federal, state, local, and airport permits, licenses, or approvals necessary to perform the Scope of Work, and shall comply with all requirements of the same. Contractor shall pay all required charges, taxes, and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

C. Without limiting the foregoing, the Contractor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to satisfactorily comply with this condition may cause the City to terminate this Contract.

D. Contractor agrees that he, or any subcontractor under him, will pay all sales and use taxes levied by the City and County of Denver on any tangible personal property built into the work. These materials are exempt from Colorado State Taxes per CRS 1973 39-26-114 Rev. It shall be the responsibility of the Contractor to obtain a Certification of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the work. A copy of the certificate shall be furnished the City prior to final payment.

5.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

A. 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.

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.

B. The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

C. Prior to use, 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.

D. 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.

E. 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.

F. The materials listed in Exhibit C, attached hereto, and products containing those materials are prohibited from procurement and use on City property under this Agreement due to significant negative impacts to human health and the environment.

5.08 EXISTING UTILITIES AND STRUCTURES

The Contractor shall adequately protect the work, Airport property, adjacent property and the public. In the event of damage to facilities and/or disruption in services at the facilities, as a result of the Contractor's operations or lack thereof when required, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities.

All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage.

The Contract Administrator, at her/his option, may elect to perform such repairs and deduct the cost of such repairs, replacements and outside services from the monthly charges by the Contractor.

SECTION 6 – INDEMNITY, INSURANCE, RECORDS, BONDS

6.01 INSURANCE

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit D** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and if appropriate, professional liability. Upon execution of this Agreement, the Contractor shall submit to the City a fully completed and executed original of the attached insurance certificate form or an **ACCORD** form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

B. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

C. The 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.

D. Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall include all subconsultants performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided or an **ACCORD** form), for each subconsultant if requested by City. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subconsultant complies with all of the coverage requirements.

E. The parties hereto understand and agree that the 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 the City and County of Denver, its officers, officials and employees.

6.02 DEFENSE AND INDEMNIFICATION

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

6.03 INSPECTION OF RECORDS:

A. During the term of this Agreement, upon request of the Contract Administrator or the City Auditor, the Contractor shall make available all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office. The Contractor agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to audit, examine and copy any directly pertinent books, documents, papers and records of the Contractor related to work performed under this Agreement.

B. The Contractor agrees that it shall maintain a true and complete cost accounting system acceptable to the Federal Aviation Administration and the City and County of Denver, in accordance with generally accepted accounting principles which are acceptable to the City Auditor. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The City, the Federal Aviation Administration, the Comptroller General of the United States and any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees that such

records will contain information concerning the personnel, hours and specific tasks performed, along with the federal project number, if applicable. The Contractor further agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed, and that the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement.

In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request.

The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

6.04 PAYMENT AND PERFORMANCE BOND

A. 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 One Hundred Thousand Dollars (\$100,000) 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.

B. 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 Manager of Aviation. If the Manager of Aviation 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 Manager of Aviation 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.

C. 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.

D. 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 One Hundred Thousand Dollars (\$100,000). 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.

E. 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 F. 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.

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

The Contractor may sublet portions of the Work. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

7.02 OBLIGATIONS OF CONTRACTOR

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, materialmen and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

- A. Preserve and protect the rights of the City and its funding agencies under the Contract with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and
- B. Require that the Subcontractor be bound to the Contractor by the terms of the Contract, that its work be performed in accordance with the requirements of the Contract, and with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City.

7.03 APPROVAL OF SUBCONTRACTORS

All subcontractors which the Contractor expects to perform Work under this Contract must be approved in writing by the Manager of Aviation before the subcontractor begins work. The Manager may refuse to approve a subcontractor for reasons which include, but are not limited to, the following:

- A. Default on a contract within the last five (5) years.
- B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
- C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract for the work that the subcontractor will perform.

F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.

H. The Subcontractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.

Before the Manager approves any such subcontractor, the Contractor shall submit to the Manager a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do no exist.

7.04 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 7, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its approval of a subcontractor will create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

A. 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. 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.

B. 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.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates which 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.

D. 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.

E. 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 Manager of Aviation 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 the removal of rubber and paint from Airport facilities while any such stop-work order is in effect or following termination for such cause.

F. 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.

SECTION 9 - CONTRACT ADMINISTRATION

9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR

A. The day to day administration of this Contract is vested in the Airport's Contract Administrator. The Contract Administrator or other City representative is to have free access to the Contractor's work areas at the Airport. The Contract Administrator or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Contract. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

B. The Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the Manager, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor must correct any specific instances of unsatisfactory performance within a reasonable time, or by such time as may be specified by the Contract Administrator. In the event the unsatisfactory performance is not corrected within such time, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

9.03 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager of Aviation following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.04 CONTRACT; ORDER OF PRECEDENCE

This Contract consists of Sections 1 through 11 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit B	Rates and Charges
Exhibit C	Prohibited Chemicals and Compounds
Exhibit D	City and County of Denver Insurance Certificate
Exhibit F	Performance Bond
Appendix No. 1	Standard Federal Assurances
Appendix No. 3	Nondiscrimination in Airport Employment Opportunities

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed attachments or (ii) 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:

Appendices No. 1 and 3
Sections 1 through 11 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit F

SECTION 10 – DEFAULT, REMEDIES, TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

The Manager, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, for the convenience of the City. If this Contract is so terminated, the City shall be liable

only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

10.02 DEFAULT

The following are events of default under this Contract:

A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract.

B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract.

C. In the opinion of the Manager, the Contractor provides material that does not meet the requirements of the Contractual Agreement

D. In the opinion of the Manager, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.

E. In the opinion of the Manager, the Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of the Contractual Agreement.

F. The Contractor is in default under any other contract, purchase order or agreement with the City.

G. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

H. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

I. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

J. The Contractor fails to comply with any of the provisions of this Contract concerning Airport security.

K. The Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with Contractor's business.

L. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Manager of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be

required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

10.03 REMEDIES

A. The Contractor will have 24 hours from the time it is informed, whether verbally or in writing, that its performance is unsatisfactory to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within 24 hours, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

B. If Contractor commits an Event of Default, as described in Section 10.02, the City may exercise any one or more of the following remedies:

1. The City may elect to allow this Contract to continue in full force and effect and to enforce all of City's rights and remedies hereunder.

2. The City may cancel and terminate this Contract upon giving 10 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(H), (I), (J) or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the Manager in her discretion.

3. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the Contractual Agreement. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the vendor.

4. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of the services covered by this Contract, at the Expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

The remedies provided in this Contract shall be cumulative and shall in no way affect any other remedy available to the City under law or in equity.

SECTION 11- GENERAL CONDITIONS

11.01 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. 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. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by

serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

11.02 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11.03 ASSIGNMENT OF CONTRACT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the Manager. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Manager, the Manager may elect to terminate this Contract. The Manager has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.04 NONEXCLUSIVE CONTRACT

This is a non-exclusive Contractual Agreement. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

11.05 NO THIRD PARTY BENEFICIARIES

This Contract does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.06 RISK OF LOSS

Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Proposal which occur prior to delivery to the City and County of Denver; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

11.07 PATENTS AND TRADEMARKS

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Contract.

11.08 MASTER PLAN

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development or expansion of DIA and the Contractor waives any right to claim damages or other consideration arising therefrom.

11.09 STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR; CITY DOES NOT FURNISH UNEMPLOYMENT OR WORKERS COMPENSATION COVERAGE:

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

B. Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless the unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to worker's compensation benefits from the City, and that the Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement. The parties further acknowledge that the provisions of this paragraph are consistent with the Contractor's insurance obligations which are set forth in this Agreement.

11.10 NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Contract shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

11.11 NOTICES

Notices concerning termination of this Contract, notices of default, notices of violations of the terms or conditions of this Contract, and other notices of similar importance shall be made:

by Contractor to:

Manager of Aviation
Airport Office Building, 9th Floor
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

by City to:

ET Technologies, Inc.
10000 S. Dransfeldt Road, Suite 100, Parker,

Colorado 80134

Attn: Clellan Pearce

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

11.12 FEDERAL PROVISIONS

This contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

11.13 PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONTRACTORS) UNDER §§-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90

No Employment of Illegal Aliens to Perform Work Under the Agreement.

(a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Mun. Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.

(b) The Contractor certifies that:

(1) 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.

(2) 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.

(c) The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) 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.

(3) 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.

(4) 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.

(5) 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 the City within three days. The Contractor 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 subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) 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 the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

11.14 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

11.15 CITY SMOKING POLICY

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

11.16 SOLICITING

No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport.

11.17 GRATUITIES

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

11.18 ADVERTISING AND PUBLIC DISCLOSURES

The 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 Manager, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

11.19 GREENPRINT DENVER POLICY AND GUIDANCE:

Contractor shall, when applicable and practicable, follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and

Environmental Design (LEED) program. Contractor shall fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of its operations and maintenance. Services must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of Greenprint Denver.

11.20 ESTIMATED QUANTITIES

The approximate service needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service utilization will equal the estimate. It is the intent of this Contract that the City will be supplied with more or less of the services outlined herein according to actual needs.

11.21 TIME IS OF THE ESSENCE

In the performance of this contract by the Contractor, time is of the essence.

11.22 CONFLICT OF INTEREST

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere with or be inconsistent with the services to be furnished by the Contractor under this Contract.

11.23 SEVERABILITY

If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

11.24 COLORADO OPEN RECORDS ACT

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Contractor under this Agreement may be subject to the provisions of the Colorado Open Records Act. 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 the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City. The Contractor agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information, which the Contractor asserts, is confidential and exempt from disclosure.

In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not

limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.25 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

11.26 COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

11.27 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

11.28 CITY EXECUTION OF CONTRACT

This Contract is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver.

END OF PAGE

SIGNATURE PAGE FOLLOWS

Contract Control Number: PLANE-201204867-00

Contractor Name: E T TECHNOLOGIES INC

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: PLANE-201204867-00

Contractor Name: E T TECHNOLOGIES INC

By: Clellan Pearce

Name: Clellan Pearce
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Airline, 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall 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 shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 Regulations, orders, 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 of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall 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 the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such 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, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall 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 grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

APPENDIX NO. 3

DISADVANTAGED BUSINESS ENTERPRISES - REQUIRED STATEMENTS

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The 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 shall 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. The City and its contractors shall 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.

Exhibit A Scope of Work

SAND AND GREASE TRAP 2012

SCOPE OF SERVICES AND CONTRACTOR PERFORMANCE

Scope of Services:

This agreement is for the maintenance of pretreatment devices and associated drain lines servicing common use areas at Denver International Airport (DIA). This agreement includes maintenance activities for grease and sand pretreatment devices, and associated line maintenance. Service shall include the removal and disposal of any resulting waste materials to appropriately permitted off-property facilities.

The critical areas where such contracted service is to occur shall include but no limited to the Main Terminal Building and associated parking structures, Concourses A, B, and C, and the DIA Maintenance Facility. The attached Appendix A contains a current list of all grease and sand traps that require servicing under this contract. This list can be amended at any time by the Director of Environmental Programs (also referred to herein as DIA contract administrator) or designee in writing.

The Contractor shall provide all necessary labor, tools, equipment and supplies to perform the required services at DIA.

Contractor Performance:

The Contractor, in conducting any activity on DIA property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180 (Environmental Guidelines and DIA's Environmental Policy are available at <http://www.flydenver.com/diabiz/community/enviro/index.asp>). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors and sub consultants, providing products, goods, and/or services on behalf of DIA must be aware of the DIA Environmental Policy, significant environmental aspects, and which of these activities are relevant to the activities conducted by the entity.

The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

The DIA contract administrator or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the DIA contract administrator or his/her authorized representative, performance becomes unsatisfactory; the City shall notify the Notice Party in the Contract of the deficiencies in writing.

The Contractor will have 24 hours from the time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor waste materials in the City's containers or anywhere on DIA property is prohibited unless prior permission has been granted.

MANDATORY REQUIREMENTS:

The Contractor shall provide all personnel assigned to this contract, vehicles, equipment, tools, materials, supervision, all service items, and escorting necessary to perform required maintenance. The critical areas where such contracted maintenance is to occur shall include but may not be limited to trunk drain lines, sand traps, grease traps and associated drain lines at all locations flowing to active grease traps and/or active sand traps (collectively called pretreatment devices).

The frequency of all maintenance activities including, but not limited to, grease line maintenance (jetting) and grease trap and sand trap maintenance (pumping) is based on the results of DIA's inspection and maintenance program. The DIA Contract Compliance Supervisor, or designee, will notify the Contractor with a maintenance schedule on all bid items that are on an "as needed basis" only. The contractor will provide a schedule to the contractor administrator on all quarterly and annually listed bid items. The Contractor is responsible for coordinating all maintenance activities. The contractor when onsite shall contact the Maintenance Control Department at 303 342-2800. The Maintenance Control Department will notify the Contract Compliance Technician (CCT) on duty. The CCT will verify the work was completed and satisfactory by signature. Only invoices that are submitted monthly, containing detailed information as grease and or sand trap location, quantity pumped, with copies of all signed service slips will be paid for the billing period.

When grease and sand traps are pumped out, they will be pumped dry. The Contractor will be responsible to wash all sides of the trap and clean with water when available and upon the request of DIA.

All the contents of the grease and sand traps will be taken off airport property and properly disposed of in an appropriately permitted facility. At no time will the contents of the grease and sand traps be recycled and dumped back into a pretreatment device located on DIA. The use of any type of recycle truck is prohibited. The Contractor will provide the DIA contractor administrator with a receipt from the wastewater reception facility or disposal facility monthly upon request.

Any spillage that may occur while pumping said traps must be cleaned up using degreaser or an equally effective product. All costs associated with the cleanup and disposal of materials that are the result of contractor activities are to be borne by the Contractor. Any cleaner proposed for this activity must be approved by the DIA contract administrator prior to use. All spillage shall be reported immediately to the Denver International Airport Communications Center, 303-342-4200.

At the request of DIA, the Contractor will conduct confined space entry (CSE) for inspection or cleaning at any time in accordance with the unit rates provided herein. Other system maintenance items will be conducted as requested by DIA and will be invoiced pursuant to the unit rates provided herein.

Grease Line Maintenance:

The Contractor will be responsible for providing the services required to ensure the proper operations of the trunk lines and associated infrastructure leading to the grease traps at DIA. The maintenance approach may include, but is not limited to:

- Jetting
- Snaking/Routing
- Other processes proposed by the vendor Contractor and accepted by DIA.

The Contractor shall implement corrective actions as appropriate to ensure proper operation of the system.

Tenants are responsible for ensuring the proper operation and maintenance of the grease lines leading from their area of operation to the trunk line.

Grease Trap Maintenance:

When grease trap maintenance is required, the contractor shall break up the grease cap and mechanically stir the grease within the trap. All grease trap maintenance shall be conducted between 10 PM and 6 AM unless otherwise authorized by the DIA contract administrator or designee.

Sand Trap Maintenance:

All sand trap maintenance on the Concourse ramp level shall be conducted between 10 pm and 6 am unless authorized by the DIA contract administrator or designee.

Specialized Equipment Requirement:

Contractor shall be required to have a minimum of one (1) piece of pumping equipment/unit capable of servicing the parking structures and tunnels and shall not exceed eight (8) feet in height.

SERVICE REQUIREMENTS:

Standard Work Hours:

Are defined as typically between the hours of 10:00 PM and 6:00 AM excluding Saturdays, Sundays and Federal Holidays. However, work can be scheduled at any time per direction of the DIA contract administrator at the Regular Service Rates.

Regular Service:

These work hours apply to all work conducted within the standard work hours for scheduled service. Scheduled service means all inspection, repair, maintenance and pumping activities that are scheduled in advance and are not the result of "emergency service." Regular service means any activity conducted regardless of the time of day or day of the week that is scheduled in advance. Regularly scheduled line maintenance and grease trap and sand trap pumping may begin as early as 1:00 AM Monday through Friday as deemed appropriate by the DIA contract administrator to accommodate the flying public and our business partners. Regular Scheduled service for specific traps must be pre-approved by the contract administrator.

Emergency Service:

The Contractor must be able to provide emergency maintenance services based upon specific DIA needs 24 hours per day, 7 days a week, and 365 days per year. Response time for emergency grease trap, sand trap or lift station pumping or line maintenance shall be no more than 3 hours. The Contractor shall identify at least one individual with a local telephone number and a local emergency response number for a Pager or Cell Phone to contact in case of emergencies (24/7/365 availability). All emergency

services for the contractor and subcontractors will be placed initially with the Contractor. The Contractor will be responsible for calling the subcontractor(s) for service. Only those activities that are deemed as an "emergency" by the contract administrator, or designee, will be billed as "emergency" services. Scheduled services, regardless of the time of day, are not considered "emergency" services.

Reports:

Annually, the Contractor shall furnish to the DIA contract administrator reports showing a summary of the services for the previous contract year. A separate report for each item will be prepared that includes the specific information for the materials collected from DIA. The report must show at a minimum, the reporting period, description and total quantity of each item recycled/processed during the period, and total hours and total dollars billed.

Additionally, the Contractor will provide the following documentation annually:

- An updated emergency contact list, including subcontractors
- Required training documentation as required by the DIA Environmental Management System (EMS)

The City reserves the right to request additional information, if required, when reviewing contract activity.

Monthly, the Contractor shall furnish to the DIA contract administrator a report showing the maintenance activities that have occurred. At a minimum, the monthly report will include the following:

- Type of pretreatment device
- Location of device
- Description of work
- Date maintenance performed
- Number of hours to pump each sand or grease trap
- Gallons removed from the device
- Additional comments with respect to trap issues, complaints, etc.

Additional Invoicing Instructions:

Invoices shall include all sufficient documentation in order for the City to verify transportation times, volumes pumped and disposed/recycled, dates, precise location of any maintenance activities

conducted, and any repair work approved and conducted by the City. Failure to include sufficient documentation with the invoice will result in the denial of all or part of the billing.

Disposal:

The Contractor and/or subcontractor will dispose of all non-recyclable materials covered under this contract in strict accordance with applicable environmental regulations. The proposed disposal locations for the wastes generated from these activities must be approved by the City. Executive Order 115 specifies that all wastes generated from City owned facilities must be disposed of at the Denver Arapahoe Disposal Site (DADS) which is a City-owned Subtitle D landfill. Since this type of waste is typically treated at the Contractor's facility, this Executive Order does not directly apply. However, it is the desire of DIA to have the wastes from DIA disposed at DADS if possible and if acceptable by DADS. **Proposing vendors shall provide a letter stating their locations, collection methods, and method of waste disposal**

Initial Meeting:

The Contractor and Subcontractors will be required to attend a kick-off meeting prior to the initiation of any work. The Contractor and Subcontractors will be required to attend meetings at the request of the DIA contract administrator at any time during the term of this agreement.

APPROVED AND LICENSED CONTRACTOR LIST:

The Contractor and subcontractors for the pretreatment device pumping activities must be an approved and licensed contractor on the pre-approved City and County of Denver, Department of Public Works, Wastewater Management Division List. Documentation is to be submitted to DIA indicating that the Contractor has the appropriate and required approvals and licenses.

AUTHORIZATION:

The Contractor shall receive written authorization for any and all services provided that is not specifically detailed in the contract.

Pricing for the below line items are to reflect the use of one truck to provide services. If another truck is used then the vendor will charge the same price schedules for such use.

CONTRACTOR RELATIONSHIP WITH DENVER INTERNATIONAL AIRPORT:

Identification Requirements:

The Contractor's representative is responsible for having the proper identification at all times. The Contractor and any subcontractors are responsible for obtaining DIA badges for site personnel at no expense to the City. In addition, if badges are lost or misplaced the Contractor or subcontractor is responsible for replacement.

Proper ID is to be worn on the outside garment or in compliance with DIA Badge requirements. Failure to do so may result in the Contractor being prohibited from performing the required services.

AUTHORITY AND DUTIES OF DIA CONTRACT ADMINISTRATOR:

The day-to-day administration of the resulting contract to this scope of work is vested in the Manager of Aviation who has designated this authorization to the DIA Director of Maintenance Services (DIA Contract Administrator).

The DIA contract administrator is to decide any and all questions that may arise as to the quality and acceptability of chemicals, supplies, tool and equipment furnished and work performed, and as to the manner of performance and rate of progress of the awarded vendor's work.

The DIA contract administrator is to decide all questions that may arise as to the interpretation of the Contract Documents as they relate to the scope of work as detailed herein.

The DIA contract administrator or his/her authorized representative are to determine the amount and quality of the work performed as it relates to this scope of work and the materials furnished which are to be paid for under the terms and conditions of the resulting contract.

The DIA contract administrator is to make temporary changes in the assignments, tasks, task frequencies or methods if such changes do not require additional equipment, chemicals, supplies or man-hours. Such changes shall not be considered modifications of the resulting Contract and shall not affect the amount of payment to the Awarded Vendor.

The DIA contract administrator may appoint individuals as Compliance Technician (CCT) and or Coordinator to monitor and inspect the performance of the scope of work. The CCT shall be employees of the Airport Maintenance Division.

The CCT are not authorized to revoke, alter or waive any requirements of this proposal or the resulting contract. The CCT are authorized to call the attention of the Contractor to any non-performance of the scope of work.

The CCT are to have the authority to suspend work until any questions at issue can be referred to and decided on by the contract administrator.

CCT will conduct inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily.

The CCT shall in no case act as a foreman or perform other duties for the Contractor nor interfere with the management of the work by the latter. Any advice and or direction given by the Contractor shall in no way be construed as binding to the City, or releasing the Contractor from fulfilling all requirements /aspects of the resulting contract.

GREASE AND SAND TRAP LOCATIONS

	GREASE TRAP LOCATION		SAND TRAP LOCATION	
	ARFF 1		ARFF 1	ARFF 3
ARFF STATIONS			ARFF 2	ARFF 4
	A 31	A 40	A 33	
CONCOURSE A	A 38	A 41	A 47	
	A 39			
	A33	A 49		
CONCOURSE B	B-22	B-39	B-22	B-44 W
	B-23	B-44E	B-23	B-45 W
	B-28 W	B-45E	B-28 E	B-52 W
	B-29 W	B-52 E	B-29 E	B-53 W
	B-37 ELEC	B-53 E	B-36	
	B-37 BLDG	B-60		

	B-38	B-90		
CONCOURSE C	C-30	C-40	C-30	C-48
	C-31	C-41	C-31	C-49
	C-38	C-48		
	C-39	C-49		
TERMINAL/PARKING STRUCTURES	MAIN TERMINAL EAST		E. PRKING (DE)	W. PRKING (DE)
	MAIN TERMINAL WEST		E. PRKING (HJ)	W. PRKING (HJ)
			MOD 4/T-1RD	
TERMINAL TUNNEL	NA		BAGGAGE EAST	BAGGAGE WEST
MAINTENANCE CENTER			BAY DOOR 1	PAINT SHOP NORTH
	NA		BAY DOOR 14	PAINT SHOP SOUTH
			BAY DOOR 19A	CAR WASH SOUTH
			BAY DOOR 23	VEH STORAGE
OTHER AREAS	NA		AGTS Q/A LAB	BLD. MAINT. SHOP
TOTAL	32 GREASE TRAPS		37 SAND TRAPS	

EXHIBIT B PRICING

ET Technologies

Proposal
Item #1

Grease Traps	Service	Price Per Occurrence	Total for 3 per year	Additional One Time Service
A31	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
A33	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
A41	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
A49	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
A40	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
A38	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
A39	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B28	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B22	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B29	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B37 BLDG	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B37 ELEC	3500 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B38	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B39	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B44	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B45	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B52	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
B53	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00

B60	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C38	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C39	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C40	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C41	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C49	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C48	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C30	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
C31	3000 gallons	\$2,120.00	\$6,360.00	\$2,120.00
		Sub Total	\$171,720.00	

Proposal
Item #2

Grease Traps	Service	Price Per Occurrence	Total for 2 per year	Additional One Time Service
ARFF 1	1500 gallons	\$1,215.00	\$2,430.00	\$1,215.00
B90	1500 gallons	\$1,215.00	\$2,430.00	\$1,215.00
B23	3000 gallons	\$2,120.00	\$4,240.00	\$2,120.00
		Sub Total	\$9,100.00	

Proposal
Item #3

Grease Traps	Service	Price Per Occurrence	Total for 4 per year	Additional One Time Service
Main Terminal E	1500 gallons	\$1,400.00	\$5,600.00	\$1,400.00
Main Terminal W	1500 gallons	\$1,400.00	\$5,600.00	\$1,400.00
		Sub Total	\$11,200.00	

Proposal
Item #4

Sand Traps	Service	Price Per Occurrence
ARFF 1	1000 gallons	\$625.00
ARFF 2	1000 gallons	\$625.00
ARFF 3	1000 gallons	\$625.00
ARFF 4	1000 gallons	\$625.00
*Baggage East	2000 gallons	\$2,400.00
*Baggage West	2000 gallons	\$2,400.00
*East Terminal Prk (DE)	4000 gallons	\$4,200.00
*East Terminal Prk (HJ)	4000 gallons	\$4,200.00
*West Terminal Prk (DE)	4000 gallons	\$4,200.00
*West Terminal Prk (HJ)	4000 gallons	\$4,200.00
Mod 4 Parking	1500 gallons	\$900.00
A33	2000 gallons	\$1,100.00
A47	2000 gallons	\$1,100.00
B22	2000 gallons	\$1,100.00
B23	2000 gallons	\$1,100.00
B28	2000 gallons	\$1,100.00
B29	2000 gallons	\$1,100.00
B36	2000 gallons	\$1,100.00

B44	2000 gallons	\$1,100.00
B45	2000 gallons	\$1,100.00
B52	2000 gallons	\$1,100.00
B53	2000 gallons	\$1,100.00
B36	2000 gallons	\$1,100.00
C30	2000 gallons	\$1,100.00
C31	2000 gallons	\$1,100.00
C48	2000 gallons	\$1,100.00
C49	2000 gallons	\$1,100.00
AGTS	4000 gallons	\$2,200.00
Carpenter Building	2000 gallons	\$1,100.00
Q/A Lab	N/A	
	Sub Total	\$48,200.00

Proposal
Item #5

Sand Traps	Service	Price Per Occurrence	Total for 4 per year	Additional One Time Service
Paint Shop South	1500 gallons	\$1,875.00	\$7,500.00	\$1,875.00
Paint Shop North	1500 gallons	\$1,875.00	\$7,500.00	\$1,875.00
Vehicle Storage Bldg	700 gallons	\$630.00	\$2,520.00	\$630.00
Fleet bay door 1		\$630.00	\$2,520.00	\$630.00
Fleet bay door 14		\$900.00	\$3,600.00	\$900.00
Fleet bay door 19A	4000 gallons	\$2,400.00	\$9,600.00	\$2,400.00

Fleet bay door 23		\$630.00	\$2,520.00	\$630.00
Car Wash South		\$630.00	\$2,520.00	\$630.00
	Sub Total	\$9,570.00	\$38,300.00	

Proposal
Item #6

6A

Emergency	Per Hour	Weightings	Weighted Average
Pumping	\$330.00	10 Hours	\$3,300.00
Per Gallon Disposal	\$.60/Gallon	3000 Gallons	\$1,800.00
Jetting	\$300.00	10 Hours	\$3,000.00

6B

6C

Proposal
Item #7

Confined Space Entry Fee (CSE)	Per Hour	Weightings	Weighted Average
	\$600.00	10 Hours	\$6,000.00

Total
Proposal
Amount

\$290,300.00

EXHIBIT C: PROHIBITED CHEMICALS AND COMPOUNDS

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

Applicable EPP considerations may factor in the evaluation process of this Proposal. Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City.

Products and services with the following attributes meet basic EPP and Greenprint Denver standards, and are favored for procurement:

- Green Seal approved products and services
- Energy Star certified equipment
- Specific Conformance to Green Seal GS-11 and GS-37 standards
- Conformance with California Code of Regulations for maximum allowable VOC content
- Conformance with SCAQMD Rule #1168, or BAAQMD Regulation 8, Rule 51
- Conformance with Carpet and Rug Institute Green Label/Green Label Plus Programs
- Product listing with the Western Regional Pollution Prevention Network
- Product listed with the Center for the New American Dream
- Disposable janitorial products conformance with USEPA Comprehensive Procurement Guidelines
- Products supplied in concentrate
- Products dispensed through automatic metering and mixing equipment
- Products with high recycled material and post-consumer waste content
- Products with minimal petrochemical content
- Highly durable / long-lasting products and applicators
- Products shipped in bulk
- Neutral pH products
- Non-flammable products
- Fragrance and dyes free products
- Proven rapid bio-, photo-, or chemical degradation
- Non-aerosol products
- Locally reusable / locally recyclable packaging
- Other characteristics that can be shown to:
 - Minimize waste
 - Minimize consumption of energy and resources
 - Minimize release of toxic compounds
 - Minimize exposure of workers and the public to pollutants

Products and services with the following attributes do not meet EPP or Greenprint Denver standards, and are discouraged from procurement under this proposal:

- **Combination cleaner-disinfectants**
- **Products which liberate ammonia (CAS 7664-41-7)**
- **Products containing the following substances, except in trace amounts (< 0.1%):**
 - **alkylphenol ethoxylates**
 - **1,4-dioxane (CAS 123-91-1)**
 - **Nitrilotriacetic acid (CAS 139-13-9)**
 - **Sodium ethylenediamine tetraacetic acid (CAS 60-00-4)**
 - **2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)**
 - **ethanolamine (CAS 141-43-5)**
- **Products containing phosphates or phosphonates in excess of 0.5% phosphorous by weight**
- **Products with a Flashpoint of less than 140°F**
- **Products with a pH of less than 2.0 or greater or than 12.5 at their least dilute working strength**
- **Products containing more than 20% VOCs by weight**
- **Products having RCRA Hazardous waste characteristics in their least dilute working strength**
- **Practices resulting in the air-borne dispersal of dusts and soils**
- **Practices which rely on volatilization of organic solvents or result in the significant generation of chemical fumes or vapors.**
- **Practices which prevent the capture and collection of wastewater and water-borne pollutants.**
- **Products whose principal ingredients are readily absorbed through skin, or cause dermal irritation or sensitization on contact, or rapidly destroy skin tissue or the mucous membranes.**
- **Products supplied without clearly readable labels that describe product hazards, precautions, and instructions on use and disposal.**
- **Products for the safe use of which workers must don specialized respiratory protection or general splash protection equipment.**

The following products and services are prohibited from procurement under this proposal:

- **Products containing persistent bio-accumulative toxics**
- **Products containing Asbestos**
- **Products containing known carcinogens, mutagens and teratogens**
- **USDOT Inhalation Hazard rated materials**
- **Halogenated compounds with an Ozone Depletion Potential greater than 0.01**
- **Products which have a high risk of causing spontaneous combustion**
- **Strong chemical oxidizers**
- **Products containing the chemical elements or compounds listed in Table 1**
- **Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue of risk to human health or the environment in their use or disposal.**

Upon request, the vendor must submit documentation proving that all procured products and services meet the prohibitions listed above.

Prohibited Chemicals and Compounds

	Chemical Name	CAS Number	Comments
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
18	Mercury, compounds of	various	
19	Methylene chloride	75-09-2	
20	Nitrobenzene	98-95-3	
21	Pentachlorophenol	87-86-5	
22	Selenium, compounds of	various	
23	Silver, compounds of	various	not including alloys
24	Tetrachloroethylene	127-18-4	
25	1,1,1-Trichloroethane	71-55-6	
26	1,1,2-Trichloroethane	79-00-5	
27	Trichloroethylene	79-01-6	
28	2,4,5-Trichlorophenol	95-95-4	
29	2,4,6-Trichlorophenol	88-06-2	
30	Vinyl chloride	75-01-4	

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CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201204867 – Sand Trap Maintenance

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

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
Fire Damage Legal - Any one fire	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Unescorted airside access		
Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Environmental Impairment/ Contractors Pollution Liability Coverage (including asbestos)

Coverage:

Environmental Impairment/Contractors Pollution Liability

Minimum Limits of Liability (In Thousands)

\$1,000 per occurrence, \$2,000 aggregate

Any Policy issued under this section must contain, include or provide for the following:

1. Coverage shall cover the Insured's completed operations
2. City, its officers, officials and employees as additional insureds And shall including liability and defense of suits arising out of the activities performed by, or on behalf of the Insured.
3. Full limits of coverage dedicated to apply to this project/location.
4. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.
5. Coverage shall apply 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). If the coverage is written on a claims-made basis, the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- 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.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance 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.

PAYMENT AND PERFORMANCE BOND

BOND NUMBER: 929543664

(Must be completed by Bonding Company)

RE: Contract Number Sand Trap Mince0429A

Contract Description Grease / Sand Trap Maintenance for Denver International Airport

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned E.T. Technologies, Inc.,
10000 S. Dransfeldt Road, Suite 100, Parker, CO 80134

hereinafter referred to as the "CONTRACTOR", and Western Surety Company
P.O. Box 802875, Chicago, IL 60660-2875

a corporation organized under the laws of the State of South Dakota
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 under the laws of the State of Colorado, hereinafter
referred to as the "CITY", in the penal sum of One Hundred Thousand
Dollars 00/100

Dollars (\$ 100,000.00),

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, by the
presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has, on the 1st day of May
20 12, entered into written contract with the aforesaid City for furnishing all materials, equipment,
tools, superintendence, and other facilities and accessories, for the work as designated, defined and
described in the said contract and the conditions thereof, and in accordance with the specifications therefor;

NOW, THEREFORE, if the said Contractor shall and will in all particulars well and duly and faithfully
observe, perform and abide by each and every covenant, condition and part of said contract, and the
conditions, specifications, plans and other contract documents thereto attached, or by reference made a part
thereof, 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 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 his subcontractors in performance of the work contracted
to be done, 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 the work to be performed
thereunder, or the specifications and plans accompanying the same, shall in anywise 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 to the work, or to the specifications and plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this

11th day of April, 2012

ATTEST:
Cynthia A. Casm
Secretary

E. T. Technologies, Inc.
CONTRACTOR
By Clellan Reaver
(NAME)
President
(TITLE)

Western Surety Company
SURETY
By R. Neil Eckenrode
ATTORNEY-IN-FACT L. Neil Eckenrode

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

APPROVED FOR THE CITY AND COUNTY OF DENVER:

By [Signature]
Manager of General Services

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Francis S Carnes III, Pippa Horton, L Neil Eckenrode, Individually

of Cockeysville, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 7th day of June, 2010.



WESTERN SURETY COMPANY

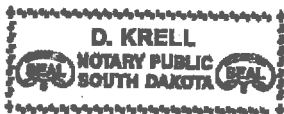
Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of June, 2010, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of April, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.