

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional Sand and Grease Trap Services; and

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

WHEREAS, Consultant’s proposal was selected for award of Sand and Grease Trap Services (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES:

A. Scope of Services. Consultant shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached **Exhibit A** (“**Scope of Work**”), in accordance with the schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the CEO and signed by Consultant, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

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

D. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Consultant must obtain the prior written consent of the CEO. Consultant shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

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

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

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

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

E. Personnel Assignments.

i. Consultant or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the

replacement, if any, or shall determine that no replacement is necessary.

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

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

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

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Consultant shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the May 1, 2024 (the "Effective Date") and shall expire five (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

B. If the Term expires prior to Consultant completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Consultant

has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

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

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

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

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

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

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

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

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

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

D. Remedies. In the event Consultant breaches this Agreement, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of **Six Million One Hundred Two Thousand Three Hundred Five Dollars and No Cents (\$6,102,305.00)** ("**Maximum Contract Amount**"). Consultant shall perform the services and be paid for services as provided for in this Agreement up to the Maximum Contract Amount.

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

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

D. Basis for Consultant's Fee. Consultant's fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in **Exhibit B** ("**Rates**").

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

F. Invoices. On or before the fifteenth (15th) day of each month, Consultant shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Consultant

under this Agreement. In submitting an Invoice, Consultant shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant’s engagement, are in accordance with this Agreement, and Consultant receives prior written approval the Director or their authorized representative.

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

- i. This Agreement is not subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “DSBO Ordinance”).
- ii. Consultant acknowledges that it is required to develop and comply with the Equity, Diversity and Inclusion Plan (“**EDI Plan**”) attached as **Exhibit E** and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required in accordance with § 28-62(b), D.R.M.C, the EDI Plan shall constitute the Utilization Plan required by § 28-62(b). Along with the EDI Plan and Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the EDI Plan and/or Utilization Plan and achieving the MWBE participation goal. The EDI Plan and Utilization Plan is subject to modification by DSBO.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Consultant is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by Consultant to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Consultant shall make payment by no later than thirty-five (35) days from receipt by Consultant of the subcontractor’s invoice.

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

- i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.
- ii. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Consultant shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Consultant shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints

regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

v. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Consultant fails to pay required wages and fringe benefits.

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

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

A. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**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 the City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

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

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

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

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

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

B. Assignment. Consultant shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Consultant hereunder.

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

D. Compliance with Patent, Trademark and Copyright Laws.

i. Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in such documents.

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

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

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

And by the City to: Wright Choice, Inc.
6148 Tally Ho Lane
Colorado Springs, Colorado 80922

Mailing Address: P.O. Box 200045, Evans Colorado 80620

Contact Name: Jeff Wright
Contact Phone: 970-739-9973
Email Address: jwright@wrightchoiceinc.com

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

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

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Consultant. The City making any such payment when any

breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

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

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

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

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

K. Cooperation with Other Contractors.

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

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

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

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

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

O. No Authority to Bind City to Contracts. Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Consultant information concerning matters that may be necessary or useful in connection with the work to be performed by Consultant under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Consultant understands and acknowledges that the information provided by the City to Consultant may contain unintended inaccuracies. Consultant shall be responsible for verifying the information provided to Consultant.

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

R. Taxes and Costs. Consultant shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

S. Environmental Requirements. Consultant, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

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

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

iii. Consultant agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Consultant of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Consultant to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Consultant and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Consultant agrees to be bound by CEO's decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Consultant shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

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

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

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

ii. Additionally, Consultant agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Consultant related to Consultant's performance of this Agreement, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

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

G. City Smoking Policy. Consultant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

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

ii. Consultant represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Consultant or which might give Consultant an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Consultant agrees it will comply with that mitigation plan.

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

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

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

12. SENSITIVE SECURITY INFORMATION:

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

13. DEN SECURITY:

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

B. Consultant is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Consultant. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal

rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Prevailing Wage
- Exhibit E: EDI Plan

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

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

16. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202368842-[[This Amendment Number]]
Contractor Name: WRIGHT CHOICE INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: PLANE-202368842-[[This Amendment Number]]
Contractor Name: WRIGHT CHOICE INC

By: DocuSigned by:
Jeff Wright
221AC56A3FD9412... _____

Name: Jeff wright
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

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

Exhibit A: Scope of Work
Contract 202368842
Sand and Grease Trap General Services

Denver International Airport (DEN) desires to obtain services for the maintenance of pretreatment devices and associated drain lines servicing common use areas at DEN, including maintenance activities for grease and sand pretreatment devices, and associated line maintenance, and removal and disposal of any resulting waste materials. 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 DEN Maintenance Facility.

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 DEN. The maintenance approach may include, but is not limited to:

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

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 DEN 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 DEN 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 DEN 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 DEN 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 DEN 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 DEN 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 DEN. 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 DEN 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 DEN 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.*
- Documentation/report of feet ran into the building or trunk line and any issues

Exhibit B. Price Sheet - Wright Choice, Inc.
Sand and Grease Trap Cleaning Services

Section A. Concourse B Sample Pricing

Work to include: Sand and Grease Trap needs for jetting, and cleaning of grease and sand trap pretreatment devices and associated drain lines that service common use waste lines at Denver Intern disposal of any waste materials to appropriately permitted and designated off property facilities. Also include new grease and sand trap service needs that come on-line through new construction o

GREASE TRAPS

Frequency	GREASE TRAPS	Year 1		Year 2		Year 3		Year 4		Year 5	
		Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total
Tri-Annually	ARFF 1	\$ 2,605.00	\$ 7,815.00	\$ 2,735.25	\$ 8,205.75	\$ 2,872.01	\$ 8,616.04	\$ 3,015.61	\$ 9,046.84	\$ 3,166.39	\$ 9,499.18
Quarterly	New A	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	New A	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	A-33	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	A-39	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	A-40	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	A-41	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	A-49	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	Westin Hotel West-1	\$ 3,405.00	\$ 13,620.00	\$ 3,575.25	\$ 14,301.00	\$ 3,754.01	\$ 15,016.05	\$ 3,941.71	\$ 15,766.85	\$ 4,138.80	\$ 16,555.20
	Westin Hotel West-2	\$ 3,405.00	\$ 13,620.00	\$ 3,575.25	\$ 14,301.00	\$ 3,754.01	\$ 15,016.05	\$ 3,941.71	\$ 15,766.85	\$ 4,138.80	\$ 16,555.20
	Westin-Jet Drain Lines	\$ 3,405.00	\$ 13,620.00	\$ 3,575.25	\$ 14,301.00	\$ 3,754.01	\$ 15,016.05	\$ 3,941.71	\$ 15,766.85	\$ 4,138.80	\$ 16,555.20
	New B	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-22	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-23	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-29	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-38	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-44	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-45	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-52	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-53	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-60	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	B-90	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	WEST TERMINAL	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	EAST TERMINAL	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	New C	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	New C	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	New C	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	New C	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	C-30	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	C-40	\$ 2,605.00	\$ 10,420.00	\$ 2,735.25	\$ 10,941.00	\$ 2,872.01	\$ 11,488.05	\$ 3,015.61	\$ 12,062.45	\$ 3,166.39	\$ 12,665.58
	Every Other Month	A-38	\$ 2,605.00	\$ 15,630.00	\$ 2,735.25	\$ 16,411.50	\$ 2,872.01	\$ 17,232.08	\$ 3,015.61	\$ 18,093.68	\$ 3,166.39
	C-39	\$ 2,605.00	\$ 15,630.00	\$ 2,735.25	\$ 16,411.50	\$ 2,872.01	\$ 17,232.08	\$ 3,015.61	\$ 18,093.68	\$ 3,166.39	\$ 18,998.36
Monthly	B-28	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
	B-36	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
	B-37x2	\$ 5,210.00	\$ 62,520.00	\$ 5,470.50	\$ 65,646.00	\$ 5,744.03	\$ 68,928.30	\$ 6,031.23	\$ 72,374.72	\$ 6,332.79	\$ 75,993.45
	B-39	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
	C-38	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
	C-41	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
	C-48	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
	C-49	\$ 2,605.00	\$ 31,260.00	\$ 2,735.25	\$ 32,823.00	\$ 2,872.01	\$ 34,464.15	\$ 3,015.61	\$ 36,187.36	\$ 3,166.39	\$ 37,996.73
239 Grease Trap Total											
Total		\$109,205.00	\$632,195.00	\$114,665.25	\$663,804.75	\$120,398.51	\$696,994.99	\$126,418.44	\$731,844.74	\$132,739.36	\$768,436.97

Section B. Hourly Labor Rates

Job Title									
Field Service Technician Asst.									
Field Service Technician									
Field Svc Tech II CDL or B Tanker Driver									
Foreman/Supervisor									

Section C. Equipment Fees

Description									
Jetting equipment									
Snaking and Routing tools									
Pumping equipment or unit capable of servicing parking structures and tunnels not exceed eight feet in height									

ational Airport. Services include removal and
ir development.

SAND/OTHER TRAPS

Frequency	SAND/OTHER TRAPS	Year 1		Year 2		Year 3		Year 4		Year 5	
		Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total	Per Trap Cleaning	Yearly Total
Annually & As Needed	Drainage Station (1)	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,512.50	\$ 5,512.50	\$ 5,788.13	\$ 5,788.13	\$ 6,077.53	\$ 6,077.53
	Drainage Station (2)	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,512.50	\$ 5,512.50	\$ 5,788.13	\$ 5,788.13	\$ 6,077.53	\$ 6,077.53
	Drainage Station (3)	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,512.50	\$ 5,512.50	\$ 5,788.13	\$ 5,788.13	\$ 6,077.53	\$ 6,077.53
	Drainage Station (4)	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,512.50	\$ 5,512.50	\$ 5,788.13	\$ 5,788.13	\$ 6,077.53	\$ 6,077.53
	Sand & Oil Tank	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,512.50	\$ 5,512.50	\$ 5,788.13	\$ 5,788.13	\$ 6,077.53	\$ 6,077.53
	ARFF 1	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	ARFF 2	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	ARFF 3	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	ARFF 4	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	RF-35	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	MOD 4 PARKING	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	A-33	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	A-47	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New A	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New A	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New A	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	BAGGAGE EAST	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,307.50	\$ 3,307.50	\$ 3,472.88	\$ 3,472.88	\$ 3,646.52	\$ 3,646.52
	BAGGAGE WEST	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,307.50	\$ 3,307.50	\$ 3,472.88	\$ 3,472.88	\$ 3,646.52	\$ 3,646.52
	EAST TERM PKG (DE)	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	EAST TERM PKG (HJ)	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	WEST TERM PKG Baggage Level	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,307.50	\$ 3,307.50	\$ 3,472.88	\$ 3,472.88	\$ 3,646.52	\$ 3,646.52
	WEST TERM PKG (HJ)	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
	B-22	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-23	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-28	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-29	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-36	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-44	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-45	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-52	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	B-53	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	C-30	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	C-48	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	C-49	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New C	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New C	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New C	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	New C	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	AGTS	\$ 2,200.00	\$ 2,200.00	\$ 2,310.00	\$ 2,310.00	\$ 2,425.50	\$ 2,425.50	\$ 2,546.78	\$ 2,546.78	\$ 2,674.11	\$ 2,674.11
	CARPENTER BUILDING	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 1,653.75	\$ 1,653.75	\$ 1,736.44	\$ 1,736.44	\$ 1,823.26	\$ 1,823.26
8,000 Gallon Tank	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	\$ 5,512.50	\$ 5,512.50	\$ 5,788.13	\$ 5,788.13	\$ 6,077.53	\$ 6,077.53	
Quarterly	Westin Hotel Sandtrap	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	PAINT SHOP SOUTH	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	PAINT SHOP NORTH	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	VEHICLE STORAGE BLDG	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	FLEET BAY DOOR 1	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	FLEET BAY DOOR 19A	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	FLEET BAY DOOR 23	\$ 2,200.00	\$ 8,800.00	\$ 2,310.00	\$ 9,240.00	\$ 2,425.50	\$ 9,702.00	\$ 2,546.78	\$ 10,187.10	\$ 2,674.11	\$ 10,696.46
	Q/A Lab	\$ 1,500.00	\$ 6,000.00	\$ 1,575.00	\$ 6,300.00	\$ 1,653.75	\$ 6,615.00	\$ 1,736.44	\$ 6,945.75	\$ 1,823.26	\$ 7,293.04
	74 Sand Trap Total										
	Total		\$ 121,500.00	\$ 172,200.00	\$ 127,575.00	\$ 180,810.00	\$ 133,953.75	\$ 189,850.50	\$ 140,651.44	\$ 199,343.03	\$ 147,684.01

Hour Rate
For Emergency Call Outs Only
\$60/hour
\$60/hour
\$80/hour
\$80/hour

Price Per Day
For Emergency Call Outs Only
Included in equipment
Included in equipment
\$3,000 - Does not include Disposal
\$
\$
\$

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual [enter: “per location” or “policy”] aggregate must be maintained.

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

2. Business Automobile Liability

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

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
- e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Pollution Legal Liability

Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for claims arising out of a pollution condition or site environmental condition.

- a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
- b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.

5. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

6. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.



PLANE-202368842

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: May 24, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 12, 2023**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230002
Superseded General Decision No. CO20220002
Modification No. 3
Publication Date: 5/12/2023
(9 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 10 for reference.**

EXHIBIT D
202368842

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20230002 05/12/2023

Superseded General Decision Number: CO20220002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage

	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2023.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$12.15 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	04/07/2023
3	05/12/2023

ASBE0028-001 03/01/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	15.47

BRCO0007-004 01/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.10	10.30

BRCO0007-006 05/01/2022

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.17	12.92

 ELEC0012-004 09/01/2021

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	13.00+3%

 ELEC0068-001 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.30	17.87

 ELEC0111-001 09/01/2022

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.89	21.25%+7.35
Line Equipment Operator.....	\$ 38.61	21.25%+7.35
Lineman and Welder.....	\$ 53.61	24.25%+7.35

 ELEC0113-002 06/01/2022

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	17.25

 ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

 ENGI0009-001 05/01/2022

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 33.65	13.30
Blade: Rough.....	\$ 33.14	13.30
Bulldozer.....	\$ 33.14	13.30
Cranes: 50 tons and under..	\$ 33.83	13.30
Cranes: 51 to 90 tons.....	\$ 34.12	13.30
Cranes: 91 to 140 tons.....	\$ 35.28	13.30
Cranes: 141 tons and over...	\$ 37.55	13.30
Forklift.....	\$ 32.73	13.30
Mechanic.....	\$ 33.65	13.30
Oiler.....	\$ 32.32	13.30
Scraper: Single bowl under 40 cubic yards.....	\$ 33.30	13.30
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 33.48	13.30
Trackhoe.....	\$ 33.30	13.30

 * IRON0024-003 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	22.84
Structural		

 LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

 PLUM0003-005 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 46.58	19.29

 PLUM0058-002 07/01/2022

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.20	16.69

 PLUM0058-008 07/01/2022

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.20	16.69

 PLUM0145-002 07/01/2022

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.47	14.82

 PLUM0208-004 06/02/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 42.65	16.97

 SHEE0009-002 07/01/2022

	Rates	Fringes
Sheet metal worker.....	\$ 37.17	20.05

 TEAM0455-002 07/01/2022

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 24.71	4.67
Tandem/Semi and Water.....	\$ 25.34	4.67

 * SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14 **	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90

Laborers:

Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21

Painters:

Brush, Roller & Spray.....	\$ 15.81 **	3.26
----------------------------	-------------	------

Power equipment operators:

Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37 **	4.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2023)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$17.29	\$2.92
Laborer (Flagger)		\$17.29	\$3.80
Laborer (Landscape)		\$17.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete

classifications used.



Prior Work History

It is well known that Wright Choice, Inc., as the subcontractor for the current bid cycle, is conducting 100% of the on-the-ground operations. We will utilize the knowledge gained over the last three years to maximize our effectiveness. It is worth noting that we have the following:

- Personnel trained on this work.
- Knowledge of where all traps are located.
- Knowledge of which traps have specialized needs.

Equity, Diversity, and Inclusion Plan

Wright Choice, Inc. is a Service-Disabled Veteran Owned Small Business (SDVOSB). We know first-hand the challenges that can arise for historically underutilized multicultural businesses and therefore are committed to encouraging equality, diversity and inclusion among our workforce, and eliminating unlawful discrimination.

Our physical business location is in an economically distressed and minority driven location.

The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

The organization - in providing goods and/or services and/or facilities - is also committed against unlawful discrimination of customers or the public.

Purpose

1. Provide equality, fairness and respect for all in our employment, whether temporary, part-time or full-time.
2. Not unlawfully discriminate against protected characteristics (included but not limited to):
 - Age
 - Disability
 - Gender reassignment
 - Marriage and civil partnership
 - Pregnancy and maternity
 - Race (including colour, nationality, and ethnic or national origin)
 - Religion or belief
 - Sex
 - Sexual orientation



3. Oppose and avoid all forms of unlawful discrimination. This includes in:

- Pay and benefits
- Terms and conditions of employment
- Dealing with grievances and discipline
- Dismissal
- Redundancy
- Leave for parents
- Requests for flexible working
- Selection for employment, promotion, training or other developmental opportunities

Strategies, Technical Assistance and Support Programs

The following are strategies we believe truly help set employees recruited up for success as a new hire and for promotional opportunities in the future.

- Implement onboarding process for new employees.
- Provide weekly pay for employees.
- Implement a mentoring or sponsorship program for individuals from under-represented groups.
- Provide training, skill development, and certifications to improve skillsets.
- Dedicate a member of the Human Resources team as an EDI resource person.
- Hold managers accountable for the achievement of this objective.
- Utilize the Colorado Department of Personnel & Administration for EDI to expand our resources and capabilities.

Procurement Process

We partner with companies, vendors, and subcontractors that have EDI policies and promote a culture of inclusion throughout their businesses. Wright Choice, Inc. will as a matter of policy and preference promote and utilize these businesses in our supply chain processes.

Training and Communication

Training on this policy/program is to be conducted semi-annually. All personnel from CEO to the newest employee will understand and comply with this policy. Training will consist of the following:

- Purpose.
- Effective communication.
- Performance expectations.
- Mentoring/Protege Opportunities.



- Dispute Resolutions – EEOC.
- Success Stories.

Success Stories

It is important to not only understand why EDI is important, but to also have the opportunity to visit success stories that have come from within our company. Only then will the impact and importance of EDI be felt. Success stories such as a minority entry level driver that became a senior executive at our company, or the achievement of eliminating disparity employment of different racial groupings with our geographic region.

Commitment

1. Encourage equality, diversity and inclusion in the workplace as they are good practice and make business sense.
2. Create a working environment free of bullying, harassment, victimization and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognized and valued.

This commitment includes training managers and all other employees about their rights and responsibilities under the equality, diversity and inclusion policy. Responsibilities include staff conducting themselves to help the organization provide equal opportunities in employment, and prevent bullying, harassment, victimization and unlawful discrimination.

All staff should understand they, as well as their employer, can be held liable for acts of bullying, harassment, victimization and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public.

3. Take seriously complaints of bullying, harassment, victimization and unlawful discrimination by fellow employees, customers, suppliers, visitors, the public and any others in the course of the organization's work activities.

Such acts will be dealt with as misconduct under the organization's grievance and/or disciplinary procedures, and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice.

Further, sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations.



4. Make opportunities for training, development and progress available to all staff, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilized to maximize the efficiency of the organization.
5. Make decisions concerning staff being based on merit (apart from any necessary and limited exemptions and exceptions allowed under the Equality Act).
6. Review employment practices and procedures when necessary to ensure fairness, and also update them and the policy to take account of changes in the law.
7. Monitor the make-up of the workforce regarding information such as age, sex, ethnic background, sexual orientation, religion or belief, and disability in encouraging equality, diversity and inclusion, and in meeting the aims and commitments set out in the equality, diversity and inclusion policy.

Monitoring will also include assessing how the equality, diversity and inclusion policy, and any supporting action plan, are working in practice, reviewing them annually, and considering and taking action to address any issues.

Culture

We are EDI. That is our culture. It is who we are. We understand it because we live it. Our success is based on the diversity of our people. We are a melting pot and makes the whole greater than the parts.

The Future

Wright Choice, Inc. must be cognizant of the future. We are to have a roadmap for both the next 1 and 5 years. This roadmap is to be updated yearly. The goals set forth must be simplistic in design to allow for achievement. Our goals:

1 Year Goal:

- Transition EDI committee to being employee led.

5 Year Goal:

- Begin community outreach programs.

Understanding the Project

Based on experience under the current contract, the scope of work should be broken down into three parts – Operations, Administrative, and Challenges.